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Commissioning Visual Art

◀ *A Guide for Artists and Patrons*

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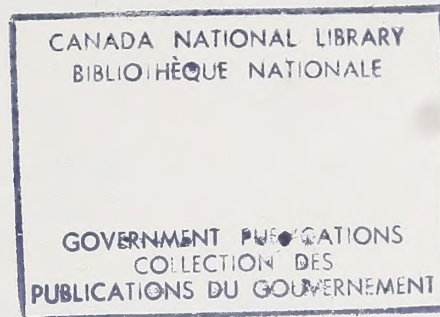


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Commissioning Visual Art

A Guide for Artists and Patrons



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Annemarie Schmid-Esler

Wendy Toogood

Bob Quin

Jane Kidd

Bob Stowell

Clay Ellis

Alex Janvier

Brenda Malkinson



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1.

The Commission Process



Historical notes

From the first stages of recorded history, commissioned art has had a place in society. The earliest information on primitive culture has come from the cave paintings and rock petroglyphs which expressed definite cultural and ritualistic needs. Since success in hunting or battle was considered to be dependent on rituals and their manifestations, these paintings and art objects were seen as essential to the society's survival.

In payment, the artist/craftsman received a share of the hunters' kill or a guarantee of protection from harm. The idea of commissioned, or patron-initiated, art work had begun.

For many centuries, the patron's needs remained the main impetus to artistic endeavour. During the Renaissance, the major works of art were commissioned by the Church or by the families of the great money houses. In many cases, it was the name of the patron, not the artist, that appeared on the resulting product. It was not until Leonardo da Vinci that the idea of the individual artist's personality became strongly associated with specific works of art. Henceforth, a piece of art could be valued for something in addition to its own intrinsic aesthetic. It could be valued, as well, for the identity of the artist himself.

The relative importance of the artist's personality has increased in recent time to the point where it is difficult for modern man to imagine the art market of the past. A famous cartoon that appeared in a New York paper in the 1960's illustrates this

shift of values. The first frame of the cartoon shows a modest artist in front of a large canvas to which he is adding a small signature at the bottom right hand corner. The next frame shows the same artist, much better dressed, with another canvas in front of him. This time the signature takes up a much larger area. The final frame shows an extremely well-dressed artist in front of a canvas containing nothing but his signature!

The artist, and the artist's personality, have gradually become the main focus of today's art market. And a great change has resulted in the genesis of art work. Where, historically, art had been commissioned, or patron-initiated, in modern times there has been a drastic shift from patron-initiated to artist-initiated art, a shift so complete that we have almost lost our ability to deal with commissioned art.

The process of commissioning art is further complicated by the fact that each commission situation is as individual as each of the many possible combinations of artists, patrons, and commission sites and requirements.

The purpose of this publication is to define the various stages of the process, from the standpoint of both patron and artist. It will look at the many considerations and restrictions involved in commissioning works of art in our increasingly regulated society. Individuals must interpret such information in the light of their own needs, but this publication can be a starting point and a guide.

Definition of the commission process

Webster's dictionary defines "commission" as: "n. a delegation of business to anyone; art of doing or committing; a trust, warrant by which anything is done; one or more persons appointed to perform certain specified duties." More simply, a commission might be called an agreement between two or more parties to create a specific result.

The commission process can be especially rewarding to the commissioner, or patron, as it lets that individual take a more than usually active role in the creation of an art work. The broad shift towards artist-initiated art work has placed art patrons in a passive role, limited to appreciation and payment. Commissioning, in fact, can open a wide range of possibilities for patron involvement. It is, of course, the patron who recognizes the need for the creation of a specific piece and who must search the art market to find an artist whose work he appreciates and with whom he can work. Then it is the patron who can learn, first hand, about the creative process and relate personally to the finished work as a result of his involvement throughout the commissioning process.

Taking on a commission also benefits the

artist. Generally, a commission requires work of a larger scale than artist-initiated studio work and the requirements of the proposed commission site can challenge the artist technically and aesthetically. Permanent public display of the commissioned piece results in long-range exposure for the artist. Finally, and sometimes most difficult for the artist, a commission forces him/her out of the purely self-directed work process and into working for, and with, others. Involving others through the commission process is never easy, but it can have far-reaching benefits in terms of the artist's growth when handled successfully.

The commission process demonstrates a faith in, and a commitment to, the enhancement of our aesthetic environment. A successful commission retains the individual character of the artist, meets the specific needs of the client, and is of the highest aesthetic standards. But a successful commission does not just happen. It is the result of a constructive working situation based upon mutual respect for each party's professional expertise.

General outline of the commission process

The commission process can be very straightforward. It begins with the patron (or patrons) becoming aware of a specific visual need which can only be met by commissioning a piece of art work. It is at this point that many possible commissions end. Many potential patrons do not know how to deal with the selection process for a commission artist. The patron has many choices at this stage. A patron with time and interest can make contact with professionals such as architects, interior designers, art consultants, private or public art galleries, or art institutions. Each of these has a specific range of expertise that can be of assistance.

At this point, the patron must also choose amongst various types of selection processes. He/she may select just one artist to prepare a commission proposal, or may decide to hold a limited competition, an open competition, or a combination of the two. Each of these selection methods meets specific needs, and the choice of method is dependent on the character of the individual commission.

The selected artist (or artists) and the patron should meet to discuss and clarify commission needs, site limitations, and any personal aspirations or desires. The patron, at this point, may choose to contract the artist to execute a formal commission proposal, and, if so, the two parties should make a written agreement that clearly states the proposal requirements and conditions. The patron may wish the artist to prepare several different possibilities. The financial arrangements, as well as the ownership and copyright implications, should be stated in the written proposal agreement. It is

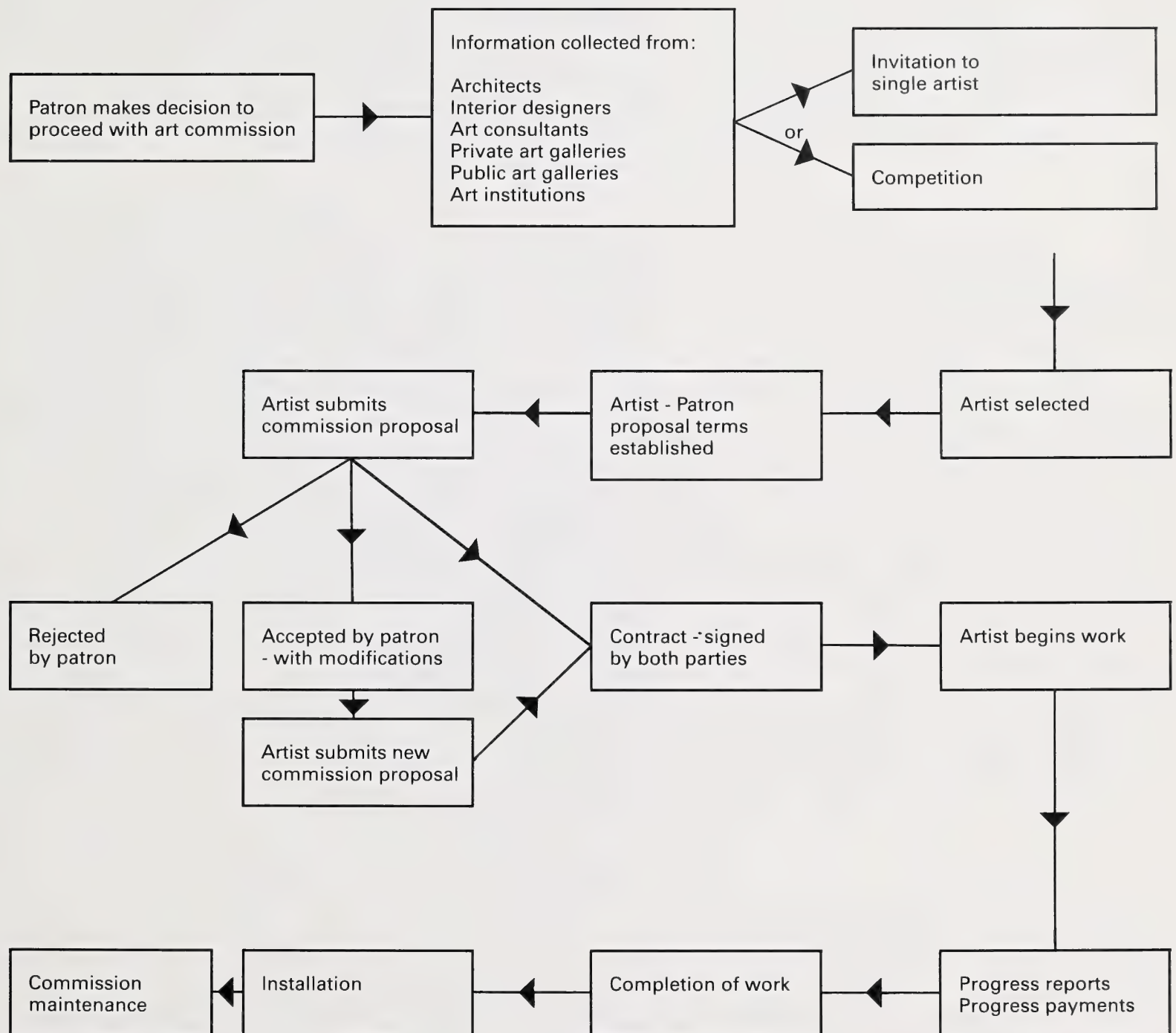
extremely important to allow sufficient time for this stage of the process because the commission proposal is the foundation of the eventual commissioned work. The artist must be allowed to develop and execute as complete a proposal as possible.

The artist should prepare the contracted commission proposal, or proposals, to be submitted to the patron by a specific date. The patron has several choices: to accept, reject, or ask for modifications of the proposal. The artist should be informed of the decision in writing.

The patron and the artist then should meet again, to discuss drawing up the written contract for the execution of the commission. Commission contracts set up the framework for the rest of the commission process. These contracts will be as individual as each combination of situation, patron, and artist, and must be tailored to meet all requirements and contingencies. The contract is drawn up and signed by both parties.

The artist should begin work on the piece following the guidelines in the commission contract. Progress reports may consist of documentation or viewing of the actual work as it proceeds. The artist should receive payments as specified in the contract, complete the commission by the specified date, and so inform the patron.

The artist and the patron (or patron's representative) should arrange for installation. Once the artist and designated workers have installed the commission, the patron will receive it on location, taking over formal ownership as stated in the contract. When the artist receives the final payment, the commission process is complete.

Diagrammatic representation of the commission process

Why are you, as an architect, so committed to the inclusion of artwork in public spaces?

With Edmonton architect Peter Hemingway

I think that the old idea of the architect as master form-giver has to change as we more fully understand that space encloses behavior. Once the architect accepts this concept, he can no longer force his subjective views on the space of a building. His building will no longer dominate or swallow up the public that uses it. He will realize that he is a part of a team process and a part of society. Architects have to understand anthropology, sociology, and social psychology. Once they have immersed themselves in these disciplines, I think they will find that pulsating need for living in the human universe leads them to use art.

Right from the beginning, the architect must work with the artist. The art work and the space must be developed together. In the spaces where I've used art, that has been my overriding concern. I have hired the artist from the onset so that he is involved directly in shaping that space. I think that if you look at those societies we most admire, the architect was not separate from the community. The artist and the architect were often one. But, even if they weren't one, there was a complete merging of both attitudes in developing the space.

I think that the last 100 years have been very unfortunate in that the kind of society we have developed has become very disembodied, very alienated. It has separated art from architecture, architecture from science, architecture from people, and artists from people. Although technically it has been very developed, socially it has been rather a disaster. By the middle of the 19th century, man began to believe that he was more important than the universe. He began to think he understood what evolution and life was all about. As a result, he began to feel that he could remake the world in his own image. This attitude brought about a very naive social engineering approach to life. This approach has brought about tremendous alienation because it's not based on the laws of the universe.

The new science, starting with people like Einstein, shows a world where time is meaningless except to an observer in a particular space. One of the first laws of thermodynamics is that matter cannot be created or destroyed. The universe cannot be governed, and yet there is a balance. The universe flows on. It is eternal and never-ending. In this type of world, man can no longer be an advisor. He is a participant in all the forces. This new world concept will bring people back in touch with the real world and the natural world. It will end this alienation. It will bring art and architecture back together, not as a step back to the past, but in this new social context as a leap into the future.

What, then, are your personal priorities in the selection of an artist for inclusion in the building process?

I suppose that I go around looking for artists who I believe reflect this world. Not every artist does, some get ego-bound. I have worked with Alex Janvier and I find that, as a native artist, he seems to have a touch, an understanding of his natural world. Once I have found an artist, I try to absorb his direction so that I can design the space

incorporating that personal vision. In the Strathcona County building, the painted stairs came out of Alex's particular view of the world being a circle. Within that, he painted his own vision of the world according to his background.

Again, I believe we are witnessing the end of the social engineering epoch. We are going to once again find an affinity, or relationship to the world around us. The art that will evolve will, I believe, be quite different than what we have been seeing. Each artist will have an individual vision that comes from being in harmony with the universe.

This is the first reaction. But I think that when you see this happening, the architect hasn't really played his role. The architects have made the mistake of having the art as an extra item to be considered later, and that's the kiss of death because it never is considered later. It's the first thing to be slashed. The architect hasn't really learned how to insist on the fundamental need for art.

In our kind of society, art has always been extraneous. So architects have had to force art on the public, almost through deception, through sleight of hand. The public in this kind of disembodied society have never seen the relevance of art. In the great cathedrals, where the public really believed in religion, there was never a fight to get art work in buildings. It didn't require a fight because the church reflected the beliefs of the people, even if some of us now think that these concepts were naive. The people really believed that art was a part of their spiritual reality. The Renaissance man was not just an aberration. The Renaissance man came out of a deep empathy with the Renaissance world. It was no accident that it had a magnificent society where music and art and poetry and science flourished. It was relevant because it was all a part of the whole social entity.

For me, art is just as important as washrooms. I mean the idea that you could have 15 urinals and no art work in a building is again a reflection of the simplistic social engineering approach. If you can afford urinals, you can certainly afford art, but the art has to be a part of the building. If the art and the building are one, then they are equal.

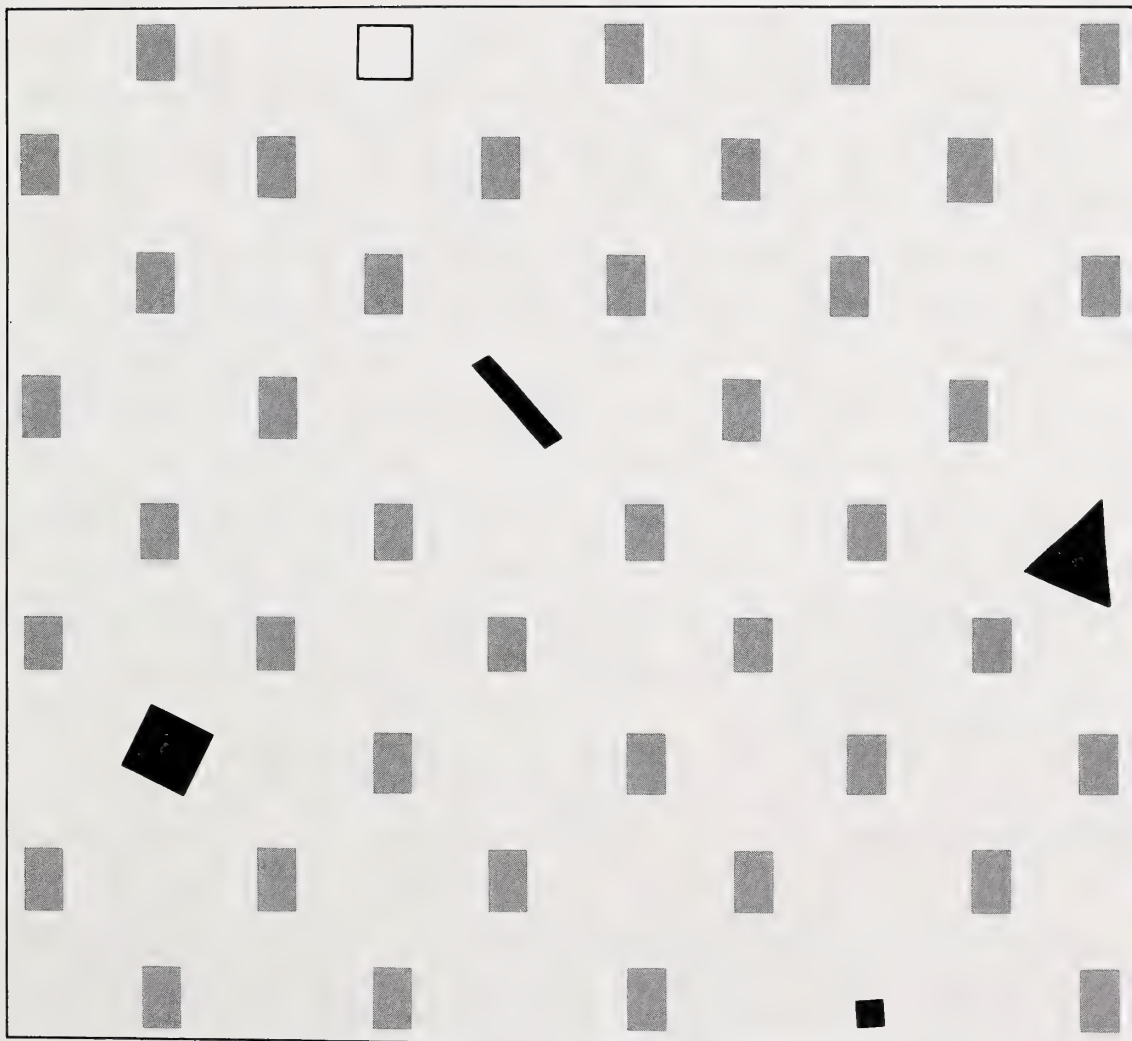
Well, right from the beginning, I talk about the art work. I try to incorporate it with the building in such a way that there are no arguments. It's like putting paint on the walls, or lights in the ceiling. In the Lynnwood hospital, where Harry Savage worked with us, his work was a part of the wall design right from the very beginning. It is only in this way that you can incorporate the art work with the building. Then the client can really understand and thus accept it. If the architect shows the art as a later addition, of course the client picks up on that and feels that it is an extraneous item.

In economically depressed times, the art work for a building is the first area to be cut back because it is considered a frill. What are your feelings about this attitude and what steps can be taken to change this?

How do you gain the acceptance of the incorporation of art in a government building?

2.

Locating and Contacting Artists



The proper selection of an artist can be difficult for the potential patron, who is usually interested in the commission both aesthetically and as an investment. With these two basic objectives in mind, how does the patron begin the selection process?

The patron must understand that an artist develops a unique style which is a reflection of personal philosophy. The artist, therefore, must be respected and chosen for that personal style. Artists are visionaries and problem solvers, enjoying the challenge of new ideas and materials. But these challenges are met on each artist's own terms. The patron must enjoy and respect the artist's expertise and give the artist the freedom to execute the very best piece possible.

In some commission situations, only one artist is considered, but in other cases, the selection process is some form of competition between artists. In either case there are expert resource people in the visual arts field who can aid the patron in the selection.

In some cases, it is an architect or interior designer who brings the need for a commission to the patron's attention. These professionals often have an idea of the type of work required, and know the names of several artists capable of executing such a piece. It is still very important for the patron himself to view the previous work produced by the artist and make the final selection, as, of course, it is the patron who will have to live with the commissioned piece.

Often the patron is more directly involved in the selection process. This takes time and a keen interest in the visual arts, but can be a very educational and satisfying experience. The patron need not feel totally alone, but can seek advice from private or public galleries, university art departments or art colleges, government visual arts agencies, professional arts and crafts organizations, or art consultants.

Private art galleries

Many private art galleries are involved in fine arts commissioning. Depending on the individual gallery, a patron can get help with selection of an artist, setting up a meeting with an artist, and administering or co-ordinating the various parts of the commission process. Private galleries charge a fee for their services, either hourly or based on a percentage of the commission price. One drawback of a private gallery is limited selection, as each handle only a specific

number of artists. If the patron has in mind a particular artist who is handled by a private gallery, then that gallery can be very helpful. Private galleries maintain files on each artist handled, including a resume and previous work documentation, and the patron can gain a great deal of information and insight into an artist's work and professional background from these files. Generally, there is no charge for this service.

Public art galleries

Public art galleries are funded in large part by public money and thus do not generally become involved in the direct sale of art work. Their main function is support of the arts through exposure and education. The

public art gallery, unlike the private gallery, will not become directly involved in setting up or administering a commission for the patron, but its wide range of knowledge and expertise can be a great resource. It can aid

in the selection of art consultants, competition administrators, or resource personnel, and may also be able to supply specific information about an artist, such as professional background and standing in the

artistic community. Finally, the public gallery might be willing to take part in the selection of an artist by sending a representative to be a member of a jury or selection committee.

University art departments and art colleges

These institutions can be a valuable resource for the prospective patron. Many have public art galleries whose staff can be of assistance. The major advantage of university art departments and art colleges is that they offer access to a wide selection of artists. Artists tend to be solitary, and the university art department or art college is

one of the few places where groups of artists with varying styles and techniques consistently gather. Listings of faculty members and information on the individual professionals' background, media, techniques, and styles can be helpful in finding either an artist or resource person.

Art consultants

An art consultant is a middleman between the patron and the artist, and will have the visual expertise, knowledge of the art market, and business experience to aid the patron with selection and investment in the visual arts. Some consultants represent a very large number of artists and keep current files containing slides of previous work, resumes, and other written information. They can help the patron to meet a wide range of artists and can also structure and administer competitions, business aspects of the commission process, installation, and public relations relating to the commission. Their services can make it possible for a busy executive, with little background in the visual arts, successfully to commission a work of art.

The patron should take as much care in the choice of an art consultant as in that of a lawyer or any other professional. The

business practices and visual arts background of consultants can vary greatly.

Confusion can occur regarding the art consultant's fee structure because he works for both the patron and the artist. There is no standard practice in this field. Some consultants charge the patron an hourly fee, other consultants charge the artist on a percentage of the total commission price. These charges are eventually passed on to the patron in the form of an increased commission price. Most art consultants use a combination of these two fee structures.

The patron should remember that consultancy services can be only as good as the consultant. Since art consultants do not have a professional association, it is extremely important to investigate a consultant's background and reputation with reference people in the visual arts community before contracting any services.

*With Edmonton businessman Mr. Donald Cormie,
president of Principal Group Ltd.*

Why did Principal Group become involved in the commission process instead of just buying more art work for the corporate collection?

Originally, as we were developing the new building, we were looking for something unique. We thought we would try a new approach to our art policy and so became involved in commissioning. We felt we could combine the commissioned work with our well-established corporate collection of Canadian art. So we began looking for artists, ascertaining who was available and what type of work was being done.

What types of information regarding the artists was necessary?

Obviously, we were very interested in the style the artists used because we were looking for something different, something exceptional. Then we were interested in seeing actual work. We also preferred to see that the artist was well-integrated into the local community, rather than just passing through. We were very committed to supporting something that was primarily of a local nature. We wanted to give young local artists a chance, and were interested in seeing what could be produced by them when given a good opportunity to expand their work.

Did you, as a businessman, find it difficult to relate to the artists and feel confident in the artists' ability to carry out the proposals?

No, I don't think we had any difficulty. We felt that if the artists had completed some other major works, of any type, they would carry on the same way with our projects.

What advice would you give to the artist who is involved in the commission process about the first meeting with the patron?

I would say that the most important thing is to get their name and information about their work in front of the corporate officers. Usually, someone in the organization has to know something about the artists before they can surface. Sometimes this is done by having their work seen at a showing, or in a gallery. If that type of exposure isn't available, then the artists might send a card with their name and a copy of their work to the corporate officers. Usually this would find its way to somebody who would be handling the preliminary research on who does what in the artistic community. If there are interior designers or art consultants who know the artist, that can help also. They can recommend, or draw the artist to the attention of the

corporation. They would also, more than likely, have some pre-conceived idea of the use of the work in a specific situation. Remember, the corporate officers are extremely busy people and so there is a tendency not to deal with matters that don't look urgent. It's important for the artist not to get shuffled too far away. Once the corporate officers have an interest, they will often drop other things to deal with it.

How often, during the commission process, is communication between the patron and the artist necessary?

I think it depends on the nature of the project. If it's a painting, there's not much point in seeing it along the way. If it's something like a weaving or a sculpture, because it's a long process, there is a certain desire to see how it is coming along. There is also some interest in seeing the process.

What is your overall reaction to being involved in the commission process?

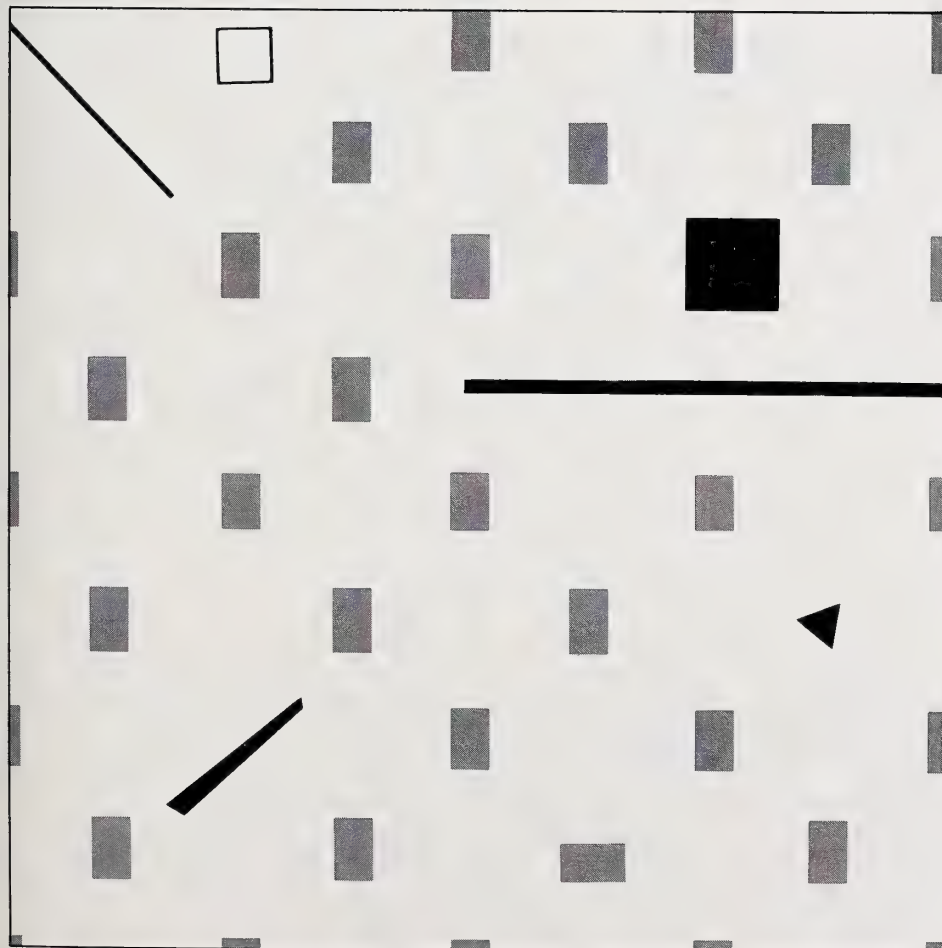
It's definitely informative, but it's not something on which we can spend a great deal of time. It's interesting to see what's available and to have some input as to the nature of the project. I think we view all art work as special, but we have more interest in art work that's commissioned. We relate more to it as a result of seeing it being made... It's like creative productivity from the corporate point of view because we have participated in the project.

What advice would you give to other businessmen considering taking part in the commission process?

We would suggest that it's a good idea. I think there is a lot of creativity possible. For example, a corporation commissions a series of paintings of a certain subject matter. Then the artist expresses it in his own way. The corporation ends up with something that is more personalized. I think that was very evident in our own experience. There is a very close identification with the projects we commissioned for this building.

3.

Choosing an Artist Through Competition



A commission artist is often chosen through a competition. This method has advantages: it allows the patron to view and consider alternatives for a specific site; some artists work more effectively in the competition situation; and the process gives a much higher profile to the commission project. This high profile can be used to advantage by

the corporate or public body for their public relations. The drawbacks to selection by competition are an increased commission time-line and budget. Some competition formats can be very labour intensive. The patron must weigh all factors before deciding on a method for choosing an artist.

Competition administrator

A commission competition requires one person to oversee, co-ordinate, and administer the complete process. This person should have some visual arts knowledge, but above all should have strong business or administrative experience. A corporation involved in a commission competition could designate one of their executives, an institution one of their administrators.

At times, an architect or a project manager may be called on. An art consultant is often hired as an outside specialist when those involved in the commission project do not have the time or background to administer the competition. The successful competition depends on the designation of a capable individual to do this important job.

Selection committee

The selection committee formed to choose the commission artist should meet the following requirements: it should consist of an odd number, with a minimum of three jurors; it should have jurors with extensive knowledge of the visual arts field; and it should have jurors who represent the commissioning body or community. The jury's visual tastes can pre-determine the competition outcome and, in cases where a jury was obviously biased, the community reaction has been strongly

negative. It is therefore important to balance the aesthetic and visual orientation of the jury, so that its selection does not in itself prejudice the competition's result. This can be achieved by taking into account some of the following characteristics of jury members: 2-dimensional orientation versus 3-dimensional orientation, representational bias versus abstract bias, traditional arts background versus avant-garde background, and, finally, social background.

Competition formats

There are three basic commission competition formats: the open competition, the invitational competition, or a combination of the two.

The open competition is structured so that anyone is eligible for consideration by the selection committee. This type of competition must be widely publicized, to ensure that all

interested artists are made aware of it. The resulting high profile can have a very positive effect on corporate or government public relations. However, there are some negative aspects to this type of competition. The cost of widespread publicity increases the cost of the competition, and administrative

costs can also be very high if a large number of submissions result. Also, many "established" artists will not consider this type of competition, as they feel they can spend their time more effectively on other projects. Thus the balancing factor may be that this format is the most democratic, giving a chance to younger artists, who might otherwise be passed by.

In an invitational competition, a pre-selected number of artists are invited to participate in the competition. This type of competition can often interest the established artists, is far less labour intensive than the open competition because a limited number of submissions are processed, and requires less publicity, thus reducing costs. On the other hand, the pre-selection of artists can be politically explosive. There is always a chance of backlash from established artists, or artists who consider themselves established, who have not been included in

the competition. The jury composition for the pre-screening of artists is as important as it is in the final selection process.

The open/invitational competition tries to combine the advantages of the two previously-mentioned formats. The open component of the competition ensures the inclusion of interested young artists, and engenders a high profile, with resulting public relations possibilities. An invitational competition is run concurrently, guaranteeing submissions from more established artists. But the combined open/invitational format can also cause problems. The artists submitting in open competition often feel that they are not competing on an equal basis with the invited artists. This possible conflict should be taken into account in the planning stages of such a competition. The organizers must ensure that the rules allow no distinction between the two entry categories.

Competition stages

Each of the three competition formats can be conducted in one, two or three stages.

In one-stage competitions, complete details regarding the competition and the commission are made available to all involved artists. Each artist is required to submit a commission proposal conforming to these competition requirements. The selection committee awards the commission based upon the proposals submitted.

The use of the one-stage competition with the open competition format eliminates the need for payment of artists' proposal fees. But because fees are not paid, some artists may not be willing to invest the time and money required to make a complete commission proposal, with the result that the proposals that are submitted may well be rushed and based on incomplete research. In this way, real problems can develop when the selected commission is executed.

The one-stage competition is generally used with the invitational competition format. In the one-stage invitational

competition, artists' proposal fees, and expenses that may be incurred by the artists in travel to the commission site, are paid. All of these arrangements are clearly defined in the competition rules and conditions.

Use of the one-stage competition with the combined open/invitational format poses problems regarding payment of artists' proposal fees. It may be unrealistic to pay all competitors in the open section a proposal fee, while it would be equally unrealistic to expect the invitational artists to execute a proposal without a proposal fee. Since artists from both sections of the competition must be treated equally, this can be an unworkable situation.

In two-stage competitions, all the artists involved are required to submit a resume and slides of previous work, and the selection committee reviews these entries, inviting only a select number of finalists to submit commission proposals. Complete details regarding the competition and commission are sent to the finalists, each of whom is

required to submit a proposal conforming to the competition requirements. The selection committee awards the commission based upon the proposals submitted.

The use of two stages in the open competition format eliminates many of its problems. More artists are likely to make submissions to the first stage of this competition. It is also practical to pay artists' proposal fees to the limited number of finalists selected to execute proposals, thus ensuring a higher standard of proposals and fewer problems in the final execution of the chosen commission.

By the pre-screening of the artists, of course, the invitational competition eliminates the need for the above two-stage approach.

Using the two-stage competition in the open/invitational format can eliminate its major weakness. All artists, open and invitational, are required to submit documentation of previous work, which is judged equally in the selection process. Artists' proposal fees can then be paid to the selected finalists, whether from the open or invitational sections of the competition's first stage, and the resulting proposals can be more complete, again meaning fewer problems in execution.

In three-stage competitions, all involved artists are required to submit a resume and slides of previous work. The selection committee chooses a pre-determined number

of semi-finalists from those entries, sends them general details of the commission and information about the competition, and invites them to submit concept proposals. The choice of finalists by the selection committee is based upon these concept proposals. The finalists are sent complete details of the commission and invited to execute a complete commission proposal, and the committee awards the commission based upon the proposals submitted.

The main advantage to the three-stage competition is that, generally, artists' fees do not have to be paid for a concept proposal. A concept proposal is just that — the explanation of an artist's idea for a specific commission. It does not require the research or specific details of a complete commission proposal, and may not even include a scale rendering. Thus, the selection committee can entertain many more concept statements than they could complete commission proposals, and this can be especially helpful in competitions that involve a large number of artists. The selection of the finalists can be based upon two factors: the artists' previous work and the artists' concept for the specific commission.

Each additional stage in the competition adds both time and expense to the whole commission process, but gives the selection committee more information about the artists and their proposals, which can make up for such losses.

Summary of competition formats and stages

FORMATS

OPEN COMPETITION	III →	A general call to all artists to submit.
INVITATIONAL COMPETITION	III →	A number of known artists are invited to submit.
COMBINATION OPEN/INVITATIONAL	III →	A general call for submissions, plus a selected number of known artists are invited to submit.

STAGES

ONE STAGE	III →	All artists submit commission proposals.
TWO STAGE	III →	All artists submit resumés and slides of previous work. Finalists submit complete proposals
THREE STAGE	III →	All artists submit resumés and slides of previous work. A predetermined number of semi-finalists are invited to submit concept proposals. Finalists are asked to execute complete commission proposals.

COMBINATIONS OF FORMATS AND STAGES

OPEN COMPETITION	ONE STAGE	Any interested artist is invited to submit a detailed proposal
	TWO STAGE	Any interested artist is invited to submit a resumé. The jury invites complete proposals from finalists.
	THREE STAGE	Any interested artist is invited to submit a resumé. A set number are selected and invited to submit concept proposals. Finalists submit complete proposals.
INVITATIONAL	ONE STAGE	A number of known artists are invited to submit complete proposals
	TWO STAGE	A number of known artists are invited to submit resumés. Semi-finalists are invited to submit complete proposals.
	THREE STAGE	A number of known artists are invited to submit resumés. Semi-finalists submit concept proposals. Finalists submit complete proposals.
COMBINATION OPEN/INVITATIONAL	ONE STAGE	Any interested artist and a number of known (selected) artists submit complete proposals.
	TWO STAGE	Any interested artist and number of known (selected) artists submit resumés. Finalists submit complete proposals.
	THREE STAGE	Any interested artist and a number of known (selected) artists submit resumés. Semi-finalists submit concept proposals. Finalists submit complete proposals.

Competition rules and conditions

Once the type of competition has been selected, the competition administrator and/or the commission committee must draft the rules and conditions according to individual requirements. This written information must be made available to each participating artist. A calendar of all deadlines and dates must also be included. It is extremely important that these deadlines give sufficient time for communication with artists, site-viewing, and, especially, preparation of complete commission proposals.

The competition administrator and/or committee should consider the following when drawing up the rules and conditions of a competition:

- 1) guidelines for competition eligibility
- 2) outline of basic competition structure
- 3) general time-table, including any and all deadlines and important dates
- 4) total commission budget
- 5) artists' proposal fees and possible travel expenses
- 6) specifications for artists' commission proposals
- 7) ownership and copyright of commission proposals
- 8) additional information required regarding artists
- 9) contact person and address for commission competition

Certain types of reference materials and additional information may also be necessary, depending on the circumstances of each commission. The following are considerations in drawing up the written material to accompany a competition:

- 1) identification of the patron
- 2) identification of the selection committee
- 3) photographs or scale drawings of commission site
- 4) detailed commission site architectural plans
- 5) architectural or structural specifications for site and commission
- 6) exact site location and possible description
- 7) complete commission time-schedule

An application form can be designed to serve two purposes for the competition. It can request any and all supporting material or documentation, and can also include a statement of agreement to take part in the competition process "with full understanding and acceptance of its regulations and guidelines". This statement can be useful should any disputes arise concerning the competition process or results.

The competition rules and conditions, and any supporting information, can be presented formally in point form, in the form of a poster, or in a more informal personal letter. The method used is decided upon by the competition administrator or committee.

Sample of information letter

The following letter, provided as a sample, was sent out to all invited artists for the University of Lethbridge Phase II Sculpture Competition.

Reprinted from the University of Lethbridge Phase II Sculpture Competition catalogue with permission of the University of Lethbridge.

July 23, 1980

Dear

On behalf of The University of Lethbridge, it is my pleasure to invite your participation in a \$50,000.00 sculpture competition. A statement of your intention to participate must reach The University of Lethbridge by August 29, 1980.

The sculpture competition is one of the events the University has planned to celebrate the opening of the new twenty-one million dollar Phase II Performing Arts Building. To mark the occasion, the University will unveil a major sculptural work by a distinguished artist in September of 1981. It is the intent of The University of Lethbridge to acquire a work of art that is of a permanent nature. The unveiling will also begin a three month special performances series at The University of Lethbridge. The series will bring to our campus artists of international stature in the areas of drama, music, and the visual arts. In June of 1980, the Phase II Sculpture Competition Committee was formed to plan, direct, and control all aspects of the Phase II Opening Sculpture Competition. The committee is composed of the following distinguished and talented individuals:

- 1) Mr. Chris Youngs...former Director, The Canada Council Art Bank
- 2) Mr. Allan MacKay...Director, Mendel Art Gallery, Saskatoon
- 3) Mr. George Watson...Phase II Architect
- 4) Dr. Van Christou...Chancellor Emeritus
- 5) Mrs. Diana Lanier...University Board of Governors
- 6) Mr. Larry Weaver...Sculptor and Associate Professor in Art
- 7) Mr. Carl Granzow...Sculptor and Associate Professor in Art

All enquiries relating to the competition should be directed to the competition coordinators, Mr. Larry Weaver and Mr. Carl Granzow.

Since June of 1980, the Sculpture Competition Committee has established the guidelines, time frame, budget, and site and has selected by pre-jury a list of potential competitors. Invitations are now being extended to the artists listed in the pre-jurying according to the preference of the Sculpture Competition Committee until the desired number of seven (7) artists have confirmed their willingness to participate.

Official announcement of the University's Phase II Opening Sculpture Competition will be made by September 15, 1980. Prior to that announcement, each potential competitor will be invited to visit the University of Lethbridge to review the site requirements. All air fare, food and lodging expenses associated with the visit will be paid by the University.

During the visit each artist willing to participate in the competition will submit a written confirmation of his/her intent. At that time each artist will receive advance payment of \$500.00 for the creation of a scale model maquette, which will ultimately become part of the University's permanent collection. The scale of the maquette should be one inch or larger per foot.

The deadline for the submission of the final proposals is December 15, 1980. Final proposals should include sketches, drawings, the scale model maquette, and all other written and visual support data, including technical specifications and estimated costs. All of the proposals will be thoroughly documented for use in a major exhibition at the University and a catalogue publication scheduled for the Fall of 1981. The catalogue will be a summarizing document of the entire competition and it will be distributed to major art galleries and schools across Canada.

On January 9, 1981, the Phase II Opening Sculpture Competition Committee will meet to select the winning proposal. The proposed works of art will be assessed primarily on the basis of aesthetic merit and suitability to the site. A fee of \$50,000.00 will be paid to the winning sculptor. All expenses including artist's fee, transportation and cost of installation will be borne by the artist. The Sculpture Competition Committee may recommend that a commission to execute the work be awarded under an agreement between the University of Lethbridge and a winning competitor. The Committee may recommend that no award be made. The decision of the Sculpture Competition Committee on all matters pertaining to the competition and the awarding of the commission shall be final. The committee shall not be obliged to award a commission.

After the Sculpture Competition Committee has reached its final decision and all contractual arrangements are concluded with the winning artist, the University of Lethbridge will officially announce the results of the competition on or before January 15, 1981.

The target date for completion of the major sculptural work, including delivery and installation, is July 24, 1981.

Sincerely,

Carl Granzow
Assistant Professor in Art.

Maquette by Annemarie
Schmid-Esler.

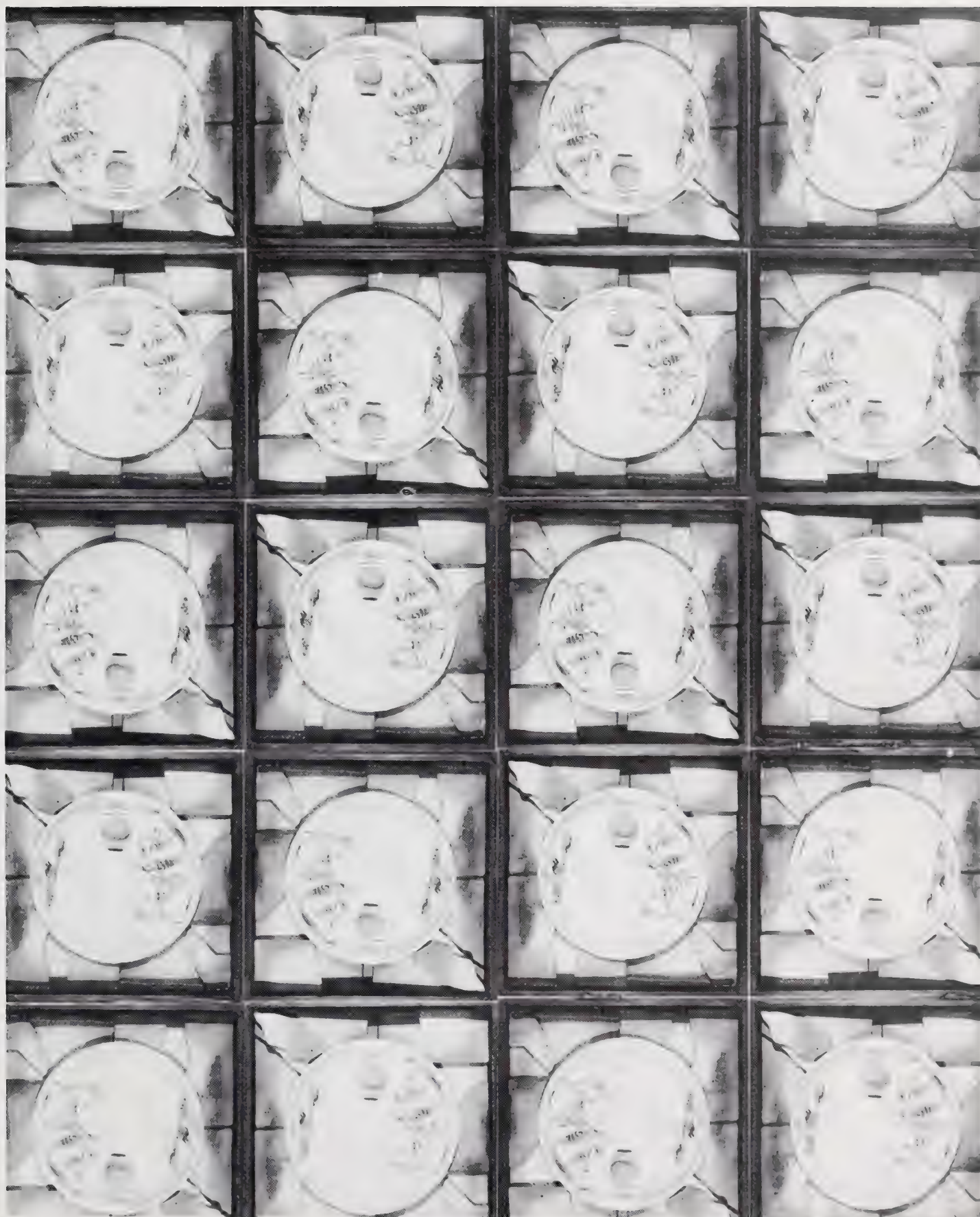


photo: Annemarie Schmid-Esler

With Annemarie Schmid Esler, artist

In the commission process, it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any special problems to be overcome. How do you relate to being involved with another person in your creative process?

This commission situation was really ideal. When I was brought into it, the building's walls weren't even up. The only thing they knew was that the particular wall would have shops around and beside it. So I dealt with the fact that there would be glass-plated shop areas. I actually tried to relate that wall to its surroundings by making it another sort of shop window. I was able to plan the shape of the wall since it hadn't been built. I had it constructed specifically for the piece. They left a 10'' recessed space 8' 4'' x 6' 8'' for the mural which was then built right into the wall.

Is it difficult for you to deal with the business or bureaucratic world?

The architect was Ray Butcher and he had a real intuitive sensitivity towards the people as well as an intelligent understanding of the art in the building. Because he was so supportive, there was a very nice sense of freedom. The project manager, who dealt with the contract and maquette, made demands. He wanted to have a totally finished maquette that would look exactly like the finished piece in the building. This really caused some difficulty.

Ray Butcher was posted to Europe early on in the project. This caused confusion and a change in the working relationship between the artists and the new project architect. My piece was designed to use wood to form a grid structure. One of the project architects suggested using other materials so that the grid would match the materials used in the building. It was really important to me, and to the piece, that the use of wood be accepted. I'm not saying that some of those suggestions of using space age materials isn't an excellent idea, especially if my piece were made totally out of aluminum or metal. But, everything that you do in your work, all the pieces have to relate to each other in a way that you feel is right. Some things are really hard to explain because they're a matter of visual sensitivity. They finally understood, or at least understood how important it was to the piece, and wood was used.

What major differences can you see between your commission work and your personal studio work?

Most of my work is 3-dimensional and this commission was a wall mural. It was really the first time I wasn't doing a sculpture piece and that was a change. To begin with, I was asked to submit photographs of my studio work. I first heard about the commission when I got a letter asking me if I would be interested in the commission. I had never considered working on that large a scale. After the initial shock, stark white terror, I thought..."Well, I can do it." It occurred to me that they had selected me because of my previous work. I didn't have to work with preconceived notions based on ceramic

murals I had seen. It was really good to go through that thing about "Should I do an historical piece, or use my work?", and end up having enough faith to stick with what I know — my studio work.

What types of information are necessary in a proposal?

It's a funny thing because what you see in a proposal, and what the client sees, are probably different things. I presented a maquette that could have been a finished piece. I made a ceramic piece, photographed it, arranged the photographs into a grid pattern. I tried to get the work to go with the scale of the building and its environment. I had drawings of the mural area as well as the surrounding area. I wasn't just working with the wall; I was working with it and its relation to the space around it. I also had a lot of written studio information which included the types of materials to be used, the type of colour applications, glazes, lusters, etc.

What changes occurred from the proposal to the finished piece?

When the actual work started, then of course, things changed, like colour and some of the general pattern. But, the grid idea remained. As I began working with colour in the piece, it became more important than in the proposal. The maquette was not coloured, although I had indicated colour in the drawings. So when I started working with the actual piece, then I started to get into colour more.

How did you deal with scale?

I knew that I didn't want to get involved in renting a warehouse to make the piece. As a result, part of the concept had to be suited to the space I work in. It was a modular concept because in that way I could put things on shelves and have plenty of room to do the whole piece in my studio. I also had to consider the size of my kiln. So I worked within the limitations of my studio space and equipment.

Did you have problems with estimating budget and/or time?

The budget was set for the commission. I had heard really incredible horror stories about ceramicists totally underestimating the cost involved. I had that in mind so I was very careful. It ended up that I was paid adequately for my time and materials.

There was no major change in the piece that affected the budget. They had seen a small piece of mine and had really liked its delicacy. I didn't think that delicacy was possible in a public corridor and so had decided to make the piece thicker and heavier. But the architect preferred the original, smaller, more delicate piece. We agreed that it could be done if the piece were protected. Since the piece was a show window, it was perfectly appropriate to cover each box with plate glass. Since this was not part of my original

submission, the piece would cost more. It turned out that they had a "slush fund" to cover things like that. So I was able to get the extra money to cover the changes in the piece.

One of the biggest concerns of the bureaucrats was that the art work wouldn't be finished on time for the opening of the building. As it ended up, the building was delayed a year and the art work was all there ahead of time. It then had to be stored in the building because most of the artists didn't have the space to store their work for that length of time.

What advice would you give to others considering the commission process?

I think that it's important the client feel an affinity for the artist's previous work. Commissions can be challenging because artists are conceptualists and because they're problem solvers. They can bring new ideas into a project and new techniques and materials can be explored. It is also very important for the client to realize that the concept of the piece is pretty well established by the time the proposal is completed, but the details, the nuances, can change in the process of working on the full-scale piece.

What are some of the positive points about being involved in the commission process?

It was an extremely positive experience. The piece is very successful in the sense that it is integrated in the whole area. It has been up three years but the lights still aren't installed — so that's a real problem. Having something up gives you a certain amount of confidence and pride. If you are happy with the work, knowing that it will be seen for a long time by many people is a satisfying feeling.

Do you have any personal comments about the commission process?

Art in public buildings should be a priority. I think most buildings have to be personalized. Buildings have to be made out of mass-produced materials because of the cost factor. When you add the size of these huge public buildings, storey after storey of that kind of space, it becomes even more impersonal. The buildings today aren't really concerned with people. That's the reason that artists should be working within these spaces, to sort of balance the whole thing out. I would think that it would be more important to have art on the walls first and walk around on uncovered cement floors for a while if you can't afford both at the time. I'm obviously biased!

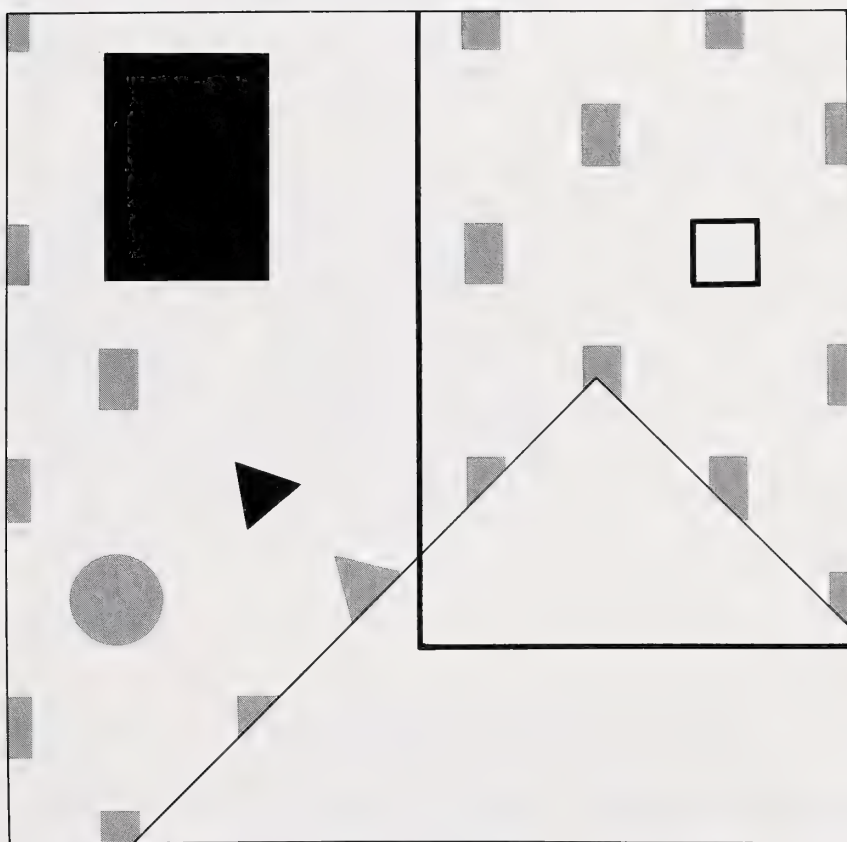


Ceramic mural by Annemarie Schmid-Esler
for the Federal Building, Calgary, Alberta.

photo: Alberta Culture

4.

The Commission Proposal



The proposal is the foundation of a commission, and sets the tone and the framework for the complete process. When the proposal is rushed, incomplete, or unsound in concept, the commission itself can have very serious problems in execution. The patron must recognize the importance of the proposal stage and its relationship to the commission's outcome. During the initial meetings with the patron, the artist must clearly state any individual requirements for preparing a comprehensive commission proposal package.

A comprehensive commission proposal has two main functions:

- 1) It helps the patron understand the proposed commission by providing a tangible package of information, including a representation of the finished piece and its relation to the site, an outline of the materials and techniques used, details of installation and maintenance, and a clear budget and time-line.
- 2) It allows the artist to develop a commission concept and research all technical details, thus helping to ensure the commission's successful execution.

The artist begins by viewing and reacting to the commission site, and then requires sufficient time to develop a concept or image for the proposed commission.

The artist is hired for a respected ability to convey visually a concept (or concepts)

with chosen techniques and materials. The time involved in the commission proposal's preparation is not just a result of the physical labour required. It is also an individual matter involving the creative process of each artist, varying with the individual artist and project. The patron must respect the artist's professionalism and grant the time required to prepare such a proposal.

In some cases the nature of the commission necessitates the use of materials and/or techniques the artist has not previously used. When the artist is forced, through limited proposal and research time, to learn about these new materials and/or techniques while executing the commission, serious problems can result. Therefore, the artist must be given sufficient time and financial support during the proposal stage to complete the required research. There have been cases where the artist's technical research has resulted in an eventual reduction of the total commission budget.

Presented with a comprehensive commission proposal package, the patron can have more confidence that the proposed piece eventually will be successfully completed. A month or two devoted to the proposal presentation is often a small investment when compared to the total time and expense involved in a major commission. It is an investment that can have positive results for both the patron and the artist.

Commission proposal fee

In some professional fields, proposals are regularly compiled for upcoming projects, with no direct financial compensation. These proposals are viewed as an investment (of both time and money) which may pay off in a future job. In a visual arts commission, it is the accepted practice to pay a commission proposal fee, as artists do not generally have great financial reserves and are thus unable to

spend the time required to execute a comprehensive commission proposal without financial support. The practice of paying the artist a commission proposal fee is a tangible display of the proposal's importance in the complete commission process. A majority of established artists will not consider executing a commission proposal without payment of such a fee.

Fees can vary greatly depending on the nature of the commission, and are generally related to the size and complexity of the commission and the time required to complete the resulting proposal. When an artist is required to research new materials or techniques, the proposal fee increases.

There are many methods used to

determine a proposal fee. The patron and the artist mutually may arrive at a fee through discussion. The patron may make the proposal fee a percentage of the total commission budget. The artist may have a set standard proposal fee. Whatever the method of calculation, the fee must be sufficient to allow the artist to execute a comprehensive commission proposal.

Travel fees

The artist may need to travel some distance to view the proposed commission site. The Federal Government and many private patrons accept the responsibility of travel costs incurred. The artist is required to submit complete billing with accompanying

receipts and is then reimbursed. Most institutions and private patrons recognize the artist's need to view the proposed site in person to ensure that the commission will relate properly to the site, and thus are willing to pay such travel expenses.

Commission proposal contract

Once the artist/artists have been selected and a proposal fee determined, a commission proposal contract can be written. This can be as simple as a letter from the patron to the artist, which should request the artist to execute a commission proposal for a specific location with a resulting fee. Two copies of this letter are sent to the artist, who signs the letters and returns one copy to the patron. Thus, a written contract is made.

The following items must be included in the commission proposal agreement:

- 1) **Identification of all parties** — Including the true and legal names and addresses of all involved parties.
- 2) **Date** — The date of the agreement of both parties can be as simple as the date of the letter. The date for submission of the commission proposal should also be included.

- 3) **Description of the proposed commission** — Including the proposed size, location, and materials and techniques of the commission.
- 4) **Conditions of the proposal agreement** — Including the amount of the proposal fee and the services required. The patron could specify the type of information to be included in the commission proposal.
- 5) **Signature** — The signatures of all parties involved should appear on the contract.

The following items could be included in a commission proposal contract:

- 1) **Design changes** — Setting up a structure for design changes to the commission proposal submitted.
- 2) **Design changes fee** — Stating the charge or hourly rate added to the original fee if design changes are made.

- 3) **Acceptance of commission proposal** — Defining the method of notification of acceptance; and perhaps also setting up the structure and timeline for drafting the commission contract.
- 4) **Rejection of the commission proposal** — Defining the method and time-line of notification of rejection.
- 5) **Copyright and ownership** — Defining ownership of the proposal/proposals and the ownership of their copyright.

The complexity of the commission proposal contract, or letter, is related to the complexity of the proposal situation. The more detailed the proposed work, the longer the required time and the more complex the resulting commission proposal contract. In some cases the commission proposal contract letter can be as short as several sentences. It is important whatever its length, for whenever services are contracted and compensation (payment) is rendered, it is advisable to have a written agreement protecting all the parties involved.

Site considerations

In the commission process, the artist is chosen to design and execute a piece of work for a specific space. One of the major differences between artist-initiated studio work and commission-initiated work is that the commission work can develop from the artist's reaction to the chosen space. Generally, the success of a commissioned piece is measured by its relationship to the architectural space as well as its personal artistic statement. The sooner the artist is brought into a project, the sooner the artist and the architect can begin discussing the relationship of the commissioned work to the architectural space. In some cases, structural adaptations must be made to the commission site to accommodate the commission and ensure its safety and longevity, and allowance for these at the early building stages is much less expensive. When the artist and the architect can work as creative partners, the resulting commissioned work is less likely to be merely decorative in nature but can be a total, creative, aesthetic statement.

Whatever the stage of the building project, the artist must be given the opportunity to become familiar with, understand clearly, and "feel" the proposed commission site. When the building project is in its initial stage, the artist may have to rely purely upon the architectural plans and

elevations. When a building project is further advanced, the artist may be able to view the site during construction as well.

The artist can consider the proposed commission site from many points of view: with an overall sensitivity and reaction to the commission site and its surroundings; with an understanding of the public's line of sight when viewing the installed commission and with consideration of the site construction details and specifications that might affect the commission's longevity and security.

The artist has a very personal, intuitive reaction to any proposed site, a reaction which results from the scale and feel of the building in relation to the commission site itself, and the sense of rhythm, balance, and proportion of the total space. This emotional and aesthetic reaction to a logical, structural architectural form can result in a humanizing of the built environment.

Consideration of the viewing public

These are some of the questions to be asked when considering the commission audience (how the public will be able to view the installed commission):

- 1) Will the commission be placed in an area where the public will be able to view the whole piece?

- 2) Will it be placed in an area where the public will have to view one end first and progress past the piece to the other end?
- 3) If there are balconies or walkways, will people see the piece from above or below?
- 4) Is the piece required to serve a function, such as drawing people to a specific area or down a hallway?
- 5) What is the general use of the proposed commission area? Is it a passageway or a reception area? The public's viewing time is determined by the function of the space.

All of these factors can be important considerations when designing a successful piece for a specific architectural site.

Construction Details

Construction details that could affect the commission's safety and longevity must also be considered. A later section of this publication will deal in more detail with specific conservational considerations. The following are some general interior building site concerns:

- 1) **Sunlight** — Will sunlight hit the piece, and, if so, from what angles and for what length of time?
- 2) **Interior lighting** — What type of interior lighting is to be used in the building? What type of lighting will be directed toward the piece?
- 3) **Ventilation** — How close is the commission site to heating or ventilation ducts? Will dirt and dust from them cause a problem for the commission?
- 4) **Accessibility** — Is the piece accessible to the public? Does the piece require a protective covering?
- 5) **Structural bearing loads** — What is the bearing weight of the wall or platform? How will the commission be fastened or supported?
- 6) **Building codes** — Is the piece considered to be a part of the building? If so, does it conform to the local building and fire codes?

General exterior site concerns

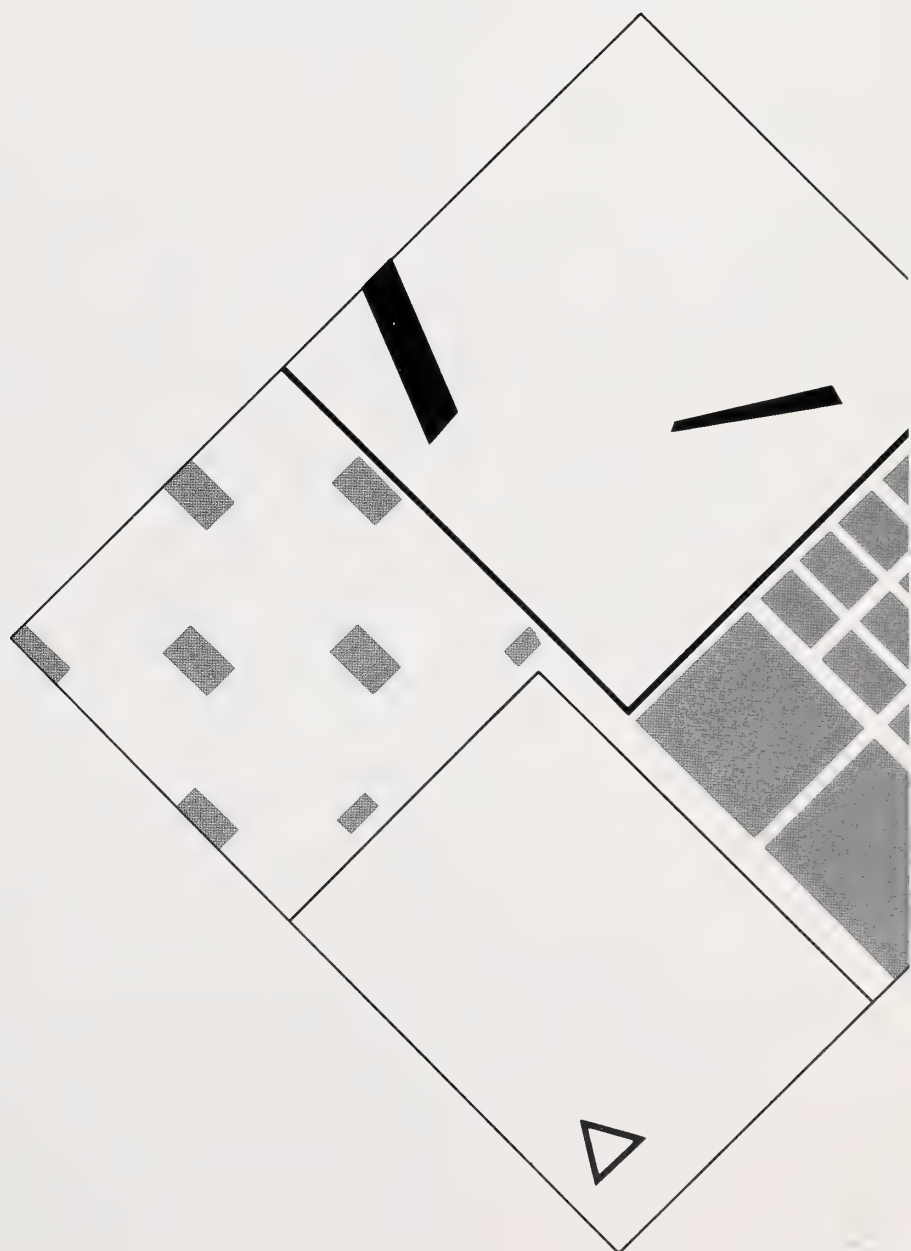
The following are some general exterior site concerns:

- 1) **Climate** — What is the range of temperature for the region? Consider not only range but rate of change. This is relevant in chinook areas.
- 2) **Sunlight** — Is the piece in direct sunlight? If so, from what angles and for how long?
- 3) **Pollution** — Does the area have a high concentration of air pollution? Are the proposed commission materials broken down chemically by certain types of air pollution? Does the commission require a protective coating or surfacing?
- 4) **Accessibility** — Is the piece accessible to the general public? Does the piece require a surrounding protective barrier?

Site considerations, both aesthetic and practical, are the starting point for the artist designing a commission for a specific location. Every effort should be made to support the artist during this stage. The sooner the artist is brought into the project, and the more input the artist has on the development of the site in partnership with the architect, the more successful the resulting commission. Investing some time at this stage of the process often can save the patron money for site alterations and commission conservation later.

5.

Comprehensive Commission Proposal Package



As stated previously, the commission proposal, in order to help both the patron and the artist, must satisfy two basic requirements: 1) it must help the patron understand the proposed commission through a tangible package of information,

and ; 2) it must allow the artist to develop an exciting and challenging concept, and to research all technical details. The artist should balance constructively the two functions of the proposal.

Scale rendering or maquette

The scale model or maquette is a representation of the project which helps the patron visualize the complete piece. It is designed to give the patron as much clear visual information as possible. Most patrons are not visually oriented; that is why they hire an artist. This section is possibly more important to the patron than it is to the artist. After all, the artist knows what the piece is going to look like; the patron does not.

Depending on the materials and techniques involved in the full-sized commission, this scale rendering can be in the form of a 2-dimensional painting, drawing, or photograph, or a 3-dimensional model. It is obvious that, in either case, a complete replica of the proposed piece is not possible because of the wide scale variation between the rendering and the finished work. There simply is not enough room in the small maquette or model to include all the detail that will be an important part of the finished commission. The artist can, however, include all major elements of the full-scale piece, making the maquette, scale rendering, or model a visual outline of its basic structure. It should establish the proportions, rhythms, and movement, as well as form and colour relationships of the finished work. The result should look like the finished commission as viewed from a distance.

The maquette or model must represent the proposed use of colour and texture as accurately as possible. This requirement can cause problems for the artist, as generally the model is not executed in the exact materials to be used in the full-size commission. When this is the case, the artist can aid the patron

by including small samples of the actual material. In most cases the patron is not used to putting separate visual elements together into a single cohesive unit, and therefore it is important for the artist to present all visual material clearly, with as few separate elements as possible.

There is an alternative when the inclusion of samples is too cumbersome or confusing. Using the actual commission materials and techniques, the artist can make a small sample or model, which can then be photographed, with the resulting print included in the commission proposal package. This photographic presentation technique can be especially successful when the proposed commission is modular in design. A photograph of one module can be reproduced in multiple prints, which can then be arranged in the modular structure of the proposed commission.

Colour photocopy machines are especially useful to the artist preparing a commission proposal. They can reduce the cost of including colour reproductions in the commission proposal and they have controls that allow the artist to change the original's colour balance or actual colour. Therefore it is possible for the artist, using one of these machines, to create colour reproductions in varying combinations, and to present the patron with several colour possibilities for the same piece.

Photocopy machines can also be employed to show the proposed commission in its final location. The artist can photograph the commission site, execute a small commission proposal maquette to the scale of this site photograph, place the maquette in its proper

location on the photograph, and make a photocopy of the composite picture. The end result is a clear representation of the commission as it will look after its installation. This method of presentation is especially helpful to the patron having difficulty visualizing the artwork installed.

This photographic presentation method can also be employed by 3-dimensional artists. A scale photograph of the model can be superimposed on a site or location photograph. Such a composite photograph can give a clear indication of the relationship of the sculpture to its proposed site.

Studio and technical notes

Studio notes are of more importance to the artist than the patron, but the inclusion of such technical notes reinforces the artist's professional approach to the commission process. In researching techniques and materials thoroughly to ensure the finished

commission's success, the artist generally accumulates much more detailed studio notes than the commission proposal requires. These should be summarized into clear, concise, relevant information that the patron can easily understand.

Installation

The installation of the commission is the artist's responsibility. Therefore, the commission proposal should include detailed installation notes. First, the artist must ensure that the commission can be physically delivered to the proposed site. It is not unheard of for a commission to arrive at a building site and not fit through the doors! Also, the walls or platform must be capable of supporting the increased weight. Notes should include the design and specifications of all special fasteners or mounting hardware.

When an especially difficult installation is projected, detailed drawings and explanations should also be included.

The installation and display of the commission must be considered from the earliest planning stages. The lighting specifications can be considered a part of the installation. The patron has every right to know what is intended since the relationship between the artwork and its surroundings will ultimately determine the commission's visual impact.

Commission care

The patron often is not aware of maintenance requirements for a commissioned piece. The artist should include notes on care and maintenance after installation. Thus, whether the patron can or can not meet these requirements can be established

right at the beginning of the process. It is harmful to both the patron and the artist if a commissioned piece of art in a public area is in a state of disrepair resulting from improper care.

Statement of aesthetic philosophy

A commissioned piece of art can be seen as a function of corporate or bureaucratic productivity. It is important for the patron to be able to discuss the commissioned piece with some measure of understanding. The artist's own aesthetic statement can aid the patron. It does not have to be long or

involved, but should clearly state the concept and intent of the piece, and verbalize rationally the artist's creative and intuitive visual expression. This can go a long way in creating a bridge of understanding between the artist and the realities of business or bureaucracy.

Budget

The patron and the artist, understandably, are both concerned with the commission budget. The patron wants to know exactly how much the commission will cost, and why. The artist must ascertain that the prospective commission can be produced and installed within a given budget, and thus must be able to compile a comprehensive one for consideration. The following are some of the factors the artist should consider when compiling a realistic commission budget:

- 1) **Materials** — including all physical materials that are part of the preparation for, or production of, the completed commission.
- 2) **Labour** — including a reasonable wage for the artist and any assistants hired to complete the commission.
- 3) **Equipment** — including the purchase, wear (depreciation), or rental of any equipment used in the production or installation of the commission.
- 4) **Studio space** — including the cost of studio or storage space rental. When the artist owns the studio space, payment for use of the space should be included. This is especially relevant when mortgage and interest payments must be made on such a space while the commission is in progress.
- 5) **Utilities** — including electricity, water, and heat required during the production of the commission. It could also include related phone expenses.

- 6) **Insurance** — this includes all types of insurance necessary during the production of the commission, such as fine arts all risk, liability, and life.
- 7) **Travel expenses** — included if the commission site is some distance from the studio. Cost of the first site inspection is usually borne by the patron; further visitations often are paid for by the artist and included in the total commission price.
- 8) **Commission transportation** — this is the cost of transporting the piece from the studio to the installation site. When the artist owns the vehicle to be used for this transportation, the cost would be calculated in terms of gas and mileage; when the artist must rent a vehicle, the rental charge would be included. When the commission must be shipped, shipping and insurance charges should be included.
- 9) **Installation** — this would include the rental of any tools required in the installation, a reasonable wage for those required to aid the artist in installing the commission, and the cost of any fabrication or purchase of brackets, stands or fasteners for support, if these are necessary.
- 10) **Inflation** — when the commission is estimated to require a year or more for completion, an inflation factor could be included, to help cover the increased cost of materials and labor from the

time of the budget proposal to the completion and installation of the commission.

- 11) **Interest** — when working for certain patrons, the time lapse between billing and payment to the artist can be several months. At times, it becomes necessary to begin work on the commission before the first commission payment arrives. Most chartered banks will honour a signed government contract as collateral for a personal loan to provide funds for an artist to begin the commission's production. When prompt payment is expected to be a problem, the interest charges resulting from the necessary operating loan could be included in the total commission budget.

The artist must be business-like when dealing with the commission budget. The artist is like any other contractor when making a quote or bid. The price quoted and agreed upon is the price that will be paid for the commission. Therefore, it is important for the artist to be as careful and complete as possible when calculating what that price will be.

When the commission price has been predetermined by the patron, the artist should still compile a comprehensive budget. If the artist finds that the money designated

for the project is not sufficient, there are two alternatives: 1) the artist can meet with the patron, discuss the costs involved, and request more funding; or 2) the artist can redesign or scale down the proposed commission until it can be produced within the designated budget.

The budget included in the commission proposal does not have to be as detailed as the comprehensive studio budget done for the artist's own purposes. In most cases, the proposal budget can be broken down under the headings of materials, labor, and operating expenses. This will give the patron a realistic idea of costs and an understanding and acceptance of the quoted commission price.

The artist can rely only on past experience when estimating production time. Most artists tend to be overly optimistic with regard to time, and should therefore add a percentage to their estimates to accommodate unforeseen circumstances. Since only the artist can know the amount of time needed to produce the commission, it is up to the artist to state time requirements clearly. The patron often sets an unrealistically short time-line, and, in such cases, the artist must demand the additional time needed to complete the project. The artist must remember that he/she is required to meet the time-line set out in any commission contract.

Conclusion

The successful commission proposal package serves both the patron and the artist. The artist will compile much more information for studio use than is required for inclusion in the proposal package, and therefore must scale the information presented to its goal, which is to create for the patron a clear understanding of the proposed commission. The presentation should be as clear and

concise as possible, while retaining all pertinent information. It should be packaged complete in one unit so that no parts or sections can be lost or misplaced. It should give an accurate visual representation of the completed commission. Finally, it should answer any questions that the patron might have regarding the proposed commission.

With Wendy Toogood, artist

In the commission process, it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any special problems that have to be overcome. How do you relate to being involved with another person in your creative process?

When I did the commission for the Federal Building, they came to me because they had seen my work. Also, they felt they wanted something that had a lot of colour in a particular space. I had a look at the space and thought it would be kind of a neat thing to do. There were certain problems with the space that I had to deal with and I found that interesting. There were problems set up for the work that I would never create for myself. It made me re-think the work in a unique way and then build up from there. So, it was more the space, rather than another person, that I had to deal with creatively.

Is it difficult for you to deal with the business or bureaucratic world?

I was very nervous, at first, in terms of not knowing what was expected of me. I just had no idea of what was necessary. The Federal Government's contract is really a booklet and it states, in black and white, exactly everything the artist is expected to do. It told me everything I had to deal with, like insurance, security, time, lighting, and all those things. Now, if I had done a commission for another company that didn't have that type of contract, I'd really have been a risk. I just didn't know a lot of those things.

What major differences can you see between your commission work and your personal studio work?

In terms of images, colour usage, energy and all sorts of other things, my own work and my commission work are very much the same. The commission was, in a way, more satisfying because it was made for a specific space and it worked well in that space. For my own work, I do pieces that work on their own, period, not necessarily to work to an advantage in a specific space. I found that I really like to work with a space.

How do you relate to the necessity of doing a proposal and then having to carry it through?

This was the first time I had ever done a proposal and I found it really difficult to deal with. I tried all sorts of different things; I tried drawing, watercolour, ink drawings, and nothing looked right. I was also nervous about full scale, doing a proposal about a twentieth the size and then transforming it into full scale and in a whole different set of materials. Certain things translate and other things just don't! So I decided to look at larger works I had done previously, analyzing the relationship of the scale of the images to the actual size of the piece. Then I decided to make a miniature cloth construction, using the materials and images; everything I would do for a large piece, only scaled down. This gave me the basic movement and basic structure for the large piece.

Now I do a lot of maquettes before I do large works because I can sort out a lot of things on a small scale. I can change things, shift things around, or start completely from square one again if the piece

isn't working. It takes me a couple of months to do a large piece... maybe 6' x 6'...if you've worked on something for 5 weeks, it is really hard to say, "Well, that's not working." With a maquette, you can sort everything out in a couple of weeks. Then once I've got something that really interests me, I can go with it and expand it.

What changes occurred from the proposal to the finished piece and how did you deal with the real problem of scale?

With the small proposal, I had the basic images and movement, but no detail. So, when you look at the finished piece from a distance, it is going to look like the proposal. Now, when you go to the large scale actual piece, you have to put in an awful lot more within each image, or within each area in order to make the piece work. In my work, I am concerned with richness, activity, colour, energy, and a lot of things happening at a close distance from the work. So when you get closer to the finished piece, all those little things are going to be different. All the details are there.

What types of information are necessary in a good proposal?

The visual information is the most important to me. I think you have to have the time to do a really good maquette. I need at least a month to work everything out. If you are going to spend a year doing a piece, you need at least a month to make sure that it's the best damn thing you can do! Of course the patron has to know things like how long it is going to take, the cost, the materials to be used, and the care of the piece. But it's getting the idea down in a manner that somebody else can see and understand that's important.

Did you have problems with estimating budget and/or time?

I really had to work to get the piece done, but sometimes deadlines are really good. You find out that you can do an awful lot more work than you thought you were capable of. The budget was stated for me and so I did my proposal according to it.

How do you deal with the length of time it requires to do a commission and still keep up your creative momentum and involvement?

Well, I have this package of pins. I don't know how many pins are in it. I start pinning down material until I finish using all my pins. Then I start sewing until I've sewn everything I've pinned. Then I start pinning again, then sewing again, and it sort of goes back and forth. I first put my basic areas down and then my flying forms down. Then I focus on one specific area and building it up as much as possible. Then I look at the big areas again. You keep changing your perspective of the whole piece along the way.

Then, when you are about $\frac{2}{3}$ or $\frac{3}{4}$ done, you get a sickening feeling that something isn't working on the large piece. You feel physically ill! You have to forget the initial maquette and just deal with what is in front of you. You can't think about blowing up the maquette any more. You just have to deal with the large piece and its reality and make it work on its own.

What advice would you give to other artists who are preparing commission proposals?

Keep your standards up. I think a lot of people, in dealing with commissions, become freaked out because they are trying to figure out what someone else wants, rather than what they can do. I think that you have to look at and consider the space for the commission. There are always problems in any sort of commission, but you have to try to find the best way to make good art work. Too much of what I see is an imitation of what I think people think art is about, not the real thing!

Do you have any personal comments about the commission process?

I think that the priorities are for getting the best art work into public buildings. Just because you spend more money doesn't mean you are getting better work! I think that in government buildings many times the choice of the work is a political one. They don't want something in there that is going to upset, or offend, or create too much of a disturbance from too many people. They don't want the public to complain about the money being put into art work. Usually that money is really minimal, but because it is up front, people think that it is a frill. I don't think that it is. Whenever there are budget cutbacks, what gets cut is the art work instead of the advertising or any extras to do the building. I find that attitude really disturbing!



Maquette by Wendy Toogood.

photo: Ray Smit



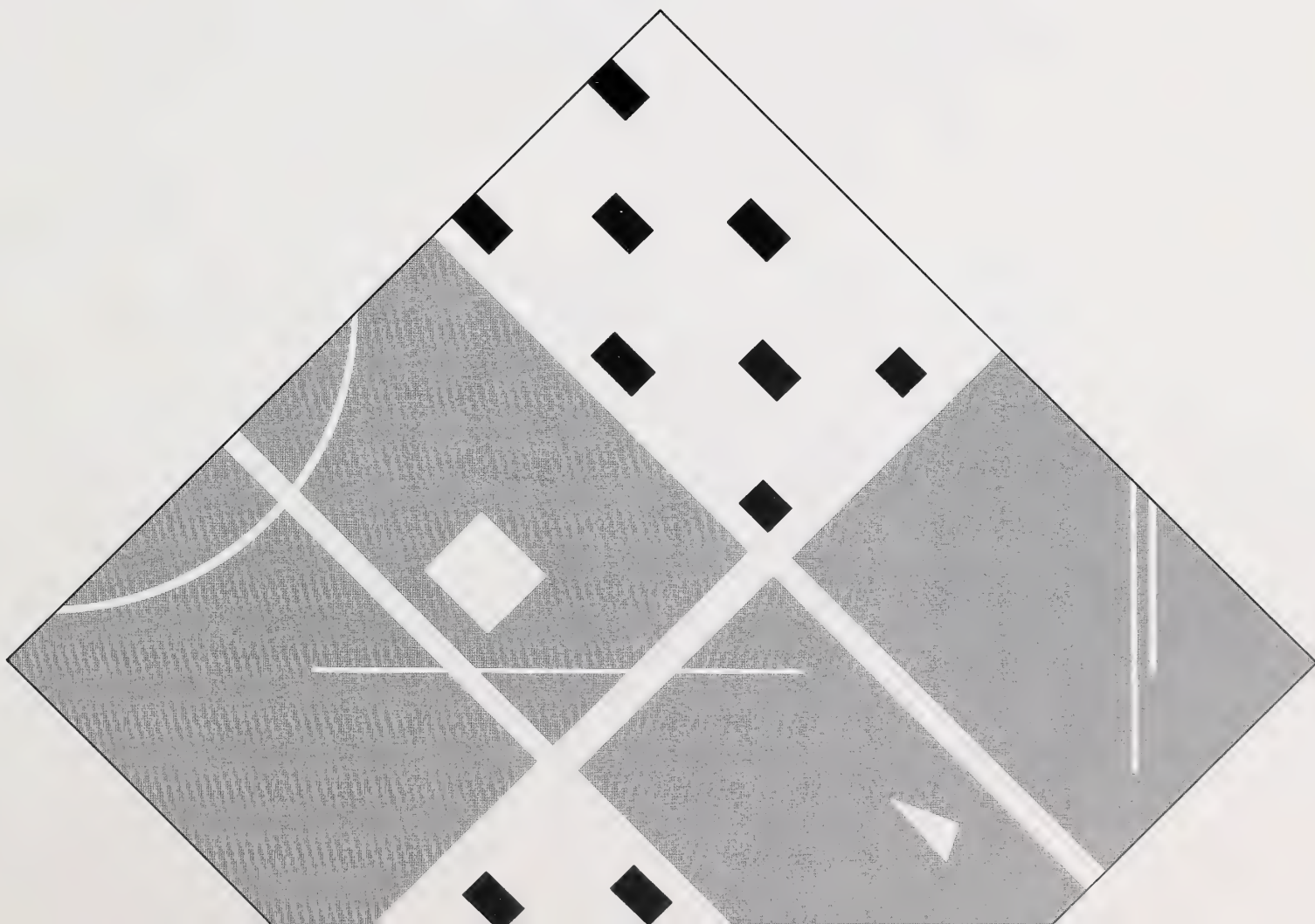
Fabric collage by Wendy Toogood
for the Federal Building, Calgary, Alberta.

photo: Alberta Culture

6.

Commission Contracts

The following section is offered only as basic general information. To rely on it to create legal obligations is not advised. It is recommended that professional legal assistance be sought in the event that actual contracts are entered into.



A contract is an agreement which is based upon consideration between two or more parties and is enforceable by law. A contract can be either verbal or written, and its type and complexity are at the discretion of the parties involved. Verbal contracts are not uncommon, but can be difficult to prove and are open to uncertainties and ambiguities. For these reasons, the use of a written commission contract is strongly recommended.

A successful contract benefits all parties involved in a commission. It is a mutual understanding between them which attempts to settle all problem areas before the work begins. It should set up an arbitration procedure which can solve any unforeseen disagreements, thus avoiding possible litigation.

Communication and negotiation between the involved parties must take place before a contract is drafted.

In their book *The Art World: Law, Business and Practice in Canada* (Toronto, 1980), Aaron Milrad and Ella Agnew state:

"In many of these situations, the commissioning party will have formulated a contract which it will ask the artist to sign. Rarely has the artist considered negotiating changes in the contract or providing his own form of contract to the institution. Often the artist is so pleased to receive the commission that he refuses to 'rock the boat'. Unfortunately, few organizations have contracts which are tailored for the particular use to which they are being put. In the past, there has been difficulty because of the use of contracts which were created as general subtrade contracts. These contracts would better apply to the work of plumbers or electricians than that of an artist. As well, we have seen a number of contracts which were unfair to the artist and did not recognize the artist's needs — they were one-sided contracts for the benefit of the institution. This appears to have occurred without malice but rather in an attempt to protect the institution or commissioning organization at all costs and with no perspective into the world of the

artist. Such contracts can generally be revised once an explanation is given to the public (or corporate) body."

Prior to the contract negotiations, each party should list the concerns and requirements they consider important to the commission in question. Negotiations can progress more smoothly when these concerns are written out clearly beforehand and used as reference materials during the meetings. Some examples of possible commission concerns or requirements are:

- 1) How do the various possible fee payment structures affect the motivation of the commissioned artist?
- 2) After installation, what use of the commissioned piece does the patron wish to make? If the patron wishes to use it for public relations or promotion, how will the copyright laws affect its use?
- 3) How does the artist react to a patron seeing the work in progress? This attitude will determine the scheduling of the patron's studio visits.
- 4) How will changes in construction of the building affect a commission in progress?
- 5) Is the patron concerned about the longevity of the commission? This will determine the type of guarantees, warranties, and provisions for maintenance after installation.

Once general agreement is reached through negotiation, the final draft of the contract can be written. If any of the parties disagree with, or do not clearly understand any part of the draft contract, they should change or modify it as many times as necessary until full agreement is reached, *before signing!* Full understanding and agreement is essential to a successful contract because, once a contract is signed, it is legally binding!

Commission contracts can vary greatly, depending on the parties involved, their personal priorities, and the specific commission requirements. The following is a general check list of possible areas that

should be included in a commission contract, to be used as a quick reference tool by parties involved in contract negotiation. It can help them draft a contract that not only protects, but also aids all signatories.

- 1) Identification of all involved parties.
- 2) Time-line and dates involved.
- 3) Contracted work - i.e., "consideration" to the patron.
- 4) Remuneration, payment - i.e., "consideration" to the artist.
- 5) Expense account.
- 6) Research.
- 7) Insurance.
- 8) Progress inspection.

- 9) Site preparation and commission installation.
- 10) Guarantees and warranties.
- 11) Maintenance obligation.
- 12) Copyright and ownership.
- 13) Contract termination.
- 14) Death of contract signatories.
- 15) Dispute arbitration.
- 16) Contract modification.
- 17) Signature of all parties in complete agreement.

A more detailed and explanatory description of the various points follows:

Identification of all involved parties

The names and addresses used on the contract should be the correct and true legal ones. The parties signing the contract should be the ones that are actually responsible for the terms of the contract.

The legal name of the company or corporation, and possibly its seal, if legally required, should be included along with the signature of its authorized officials.

Times and dates

"Time is of the essence" is a phrase often used in contract law. This simply means that if the dates in a contract are not kept to by one party, the other party may consider the contract broken. Therefore, except for the signing date of the contract, it can be advisable to keep all other dates non-specific. Although the courts might accept a slight variance, particularly if there has not been a substantial deviation, the following highly-simplified examples illustrate the uses of, and differences between, specific and non-specific contract dates.

Specific: The contract is signed on January 1, 1982. The contract states: "The materials payment will be made February 1, 1982. The commission will be completed on June 1, 1982." The artist has not received the materials payment by June 1, 1982, and thus has not begun the commission. The artist has, in effect, declared the contract broken.

Non-Specific: The contract is signed on January 1, 1982. The contract states: "The commission will be completed 6 months after receipt of the materials payment." The materials payment arrives June 2, 1982, and the artist begins work on the commission. The contract is still in force.

Specific: The contract states: "The commission will be installed on June 6, 1982." June 6, 1982, is a Sunday and the building is closed, thus installation can not take place. The contract is subject to a patron claim that it has been broken.

Non-Specific: The contract states: "The commission will be installed on or before June 6, 1982." The artist can install the commission any date before June 7, 1982, and be in compliance with the contract.

It is very important that the contract contain workable non-specific dates because they allow for the accommodation of unforeseen circumstances without leaving the

parties open to claims of breach of contract.

The actual date of the contract, however, is specific. It should correspond to the actual signing date of the last signatory since the contract becomes legally binding only when all parties have signed.

The dates for payment, or method of determining them, should also be included. A progress viewing can be set up as one of the conditions for in-progress payments. The completion and installation dates for the commission, or method of determining them, also should be included. The final date is the date, or date relative to specific conditions, when the contract is completed or "executed"

Contracted work

The contracted work section should contain not only a description of the commissioned piece, but also of its proposed location. The building address, project name if applicable, and the exact proposed placement of the commission all define the location. The type of art work, its size, and the materials and techniques to be used are the terms which define the commissioned piece of art. It might be helpful to make a specific reference to the

accepted commission proposal as a means of including very detailed and particular information about the commissioned piece. When this is included in the contract, the client and the artist are legally bound to honor all the details contained in the commission proposal. This could be a great help to either party if a dispute should arise concerning the commissioned piece while in progress.

Remuneration

The commission price, the amount of money to be paid to the artist, should be included in this section. It is also important to include exactly what services the artist is expected to render for such a payment. Is the commission price a flat fee including everything? If so, what does "everything" include? Does it include lighting, installation, insurance, travel, research? This is an issue that can cause a great deal of misunderstanding between the patron and the artist. It is therefore extremely important that the contract be as specific as possible regarding the exact services to be rendered for the stated remuneration.

A fee schedule and method of payment must also be agreed. There are many types of fee payment schedules. The amounts and times of payment are highly individual and depend on the parties and the type of commission involved. Certain types of commissions have a much higher materials cost than others. When the materials cost is very high, the patron may have to advance a larger portion of the total commission fee to facilitate the start of work. The following are several examples of fee payment schedules:

- i) 50% upon contract signing
10% 1/4 progress payment
10% 1/2 progress payment
10% 3/4 progress payment
10% upon commission completion
10% upon commission installation

This method can work well for both the patron and the artist. It can give the artist sufficient funds for materials to begin the commission, and, if progress payments are made relative to the patron viewing the commission, the patron can be kept informed about the commission's progress.

- ii) 50% upon contract signing
30% 1/2 progress payment
20% upon commission installation

This payment schedule gives the artist sufficient materials funds to begin the commission. If the progress payment is made relative to the patron viewing the commission, the patron will be able to check the commission at its halfway point to ensure that it is progressing as expected.

- iii) 50% upon contract signing
50% upon commission installation

This payment schedule gives the artist sufficient materials funds to begin the commission, but it may result in a financial strain for the artist towards its completion. This method does not allow for a relationship between progress payments and patron viewing, and the patron thus may not feel as secure during the commission process.

- iv) 100% upon commission installation

Very few artists have the funds to finance the execution of a commission without some

form of advance fee payment. The patron is also at risk as there is no interaction between the patron and the artist until the completion of the commission.

- v) Flat artist's fee for design concept
Artist's hourly wage during commission execution. All additional commission costs borne by patron

This is an unusual commission fee arrangement, but in special cases it can be very positive for both the artist and the patron. This arrangement can be considered when the commission project is large-scale and when the artist might be using new methods and materials requiring research. In such a case, the artist and the patron may have no idea of the time necessary, or of the final materials cost. This method demonstrates a commitment by the parties involved to bring a highly experimental commission into reality.

The final item concerning remuneration is the invoicing or billing procedure. The patron may wish to stipulate a progress viewing, either through a personal studio visit or receipt of a progress photograph, as a condition of progress payment. The contract should also specify the type of invoice required, as well as any specific information to be included (such as a job number). In some cases, a statement of the period of time after receipt of billing within which payment must be made could also be included, along with any stated penalties for possible late payment. Again, all of these items are personal considerations and should be adjusted to meet specific circumstances.

Expense account

There are situations where inclusion of an expense account is indicated. When this is the case, it is important to specify allowable uses and limitations. The patron must define clearly the items to be included and the circumstances deemed acceptable. It is

also a good idea to include an expense account ceiling. The method of billing required for reimbursement should also be defined. Does the patron require prior notification and approval or proof of expenses after they are incurred? All such conditions must be included in this section.

Research

When the commission specifications or requirements include materials and/or techniques not previously used by the artist, a section on research, which could include an artist's time and budget framework, can be included in the contract. Research might have to take place before a complete and specific commission proposal is possible. The contract can accommodate such a

situation by including more than one commission proposal stage. In other cases, it is possible that the research is necessary in only one part of the commission process — e.g., fireproofing of a tapestry to conform to local building and fire codes. Such a situation can be covered in a research section included in the commission contract.

Insurance

Insurance is necessary to protect all parties involved in the commission process. The contract should specify the types of insurance required by each party, and should state

who is responsible for obtaining and paying for such insurance. (A later section of this publication will cover in detail the insurance requirements of the commission process.)

Progress inspection

The commission progress viewing has been mentioned previously in the contract remuneration section. Progress viewing is not always included; its inclusion will be determined by the parties involved in each situation. Progress viewing can be a very positive component in the commission process as it allows an exchange between the patron and the artist during the execution of the piece. The patron can see the commission at various stages and perhaps take a more personal interest in the finished work. The progress viewings also allow the artist and the patron to feel secure regarding the final acceptance of the commission. The number and method of viewings must be arranged between the patron and the artist before a commission contract is drafted. Some artists

have great difficulty in allowing anyone to view their work in progress. This can be an emotional issue and the patron must respect the artist's feelings.

Progress viewing can be linked to payments to the artist. In this way, the patron can ensure that the commission is, in fact, progressing as required. Here, it is the artist who makes contact with the patron and arranges a specific viewing time or times. It is important to allow the artist to arrange such viewing because of the private and individual nature of studio work. When personal viewing is not convenient for either the artist or patron (who may reside at a considerable distance) it may be possible to substitute a progress photograph as a requirement.

Site preparation and commission installation

It is important to be specific regarding the responsibilities for site preparation. Who is responsible, for example, for notifying the

artist of any changes to the site which may affect the commission in progress? Who is responsible for determining the date when

the site is ready for the installation? Is the artist or the patron in charge of any special preparations required — i.e., wall surfacing, structures or fixtures, lighting, etc.? How much notice of the installation date is required, and by whom, to whom? If there is a building strike and completion of the site is delayed, will the artist be compensated for the extra storage charges that may result? Who is responsible for identifying the commission — e.g., a plaque with the artist's name, commission title, and date? All possible factors relating to the preparation of the site should be included in this section of the contract.

The installation process itself must also be defined. Who is responsible for the transportation of the commission to the site? Who will install the commission? Will the artist and designated helpers provide the physical labour involved? Is it a union job site? If so, the artist may not be allowed

physically to perform the installation. Does the artist have any control over installation workers in such a situation? Who will be responsible for the additional labour charges incurred? All possible factors relating to the installation should be included in this section of the contract.

The final topic to be covered in discussing installation is the transfer of the commission's legal ownership. This important point will determine responsibility for insurance, liability, and true legal ownership of the art work. In some cases, the patron may wish to delay transfer of ownership until 30 to 90 days after its installation. The artist may wish to delay transfer of ownership until receipt of the final payment. The method and time-line for ownership transfer should be clearly stated and agreed upon by all parties in the commission contract.

Guarantees or warranties

Many patrons require some form of guarantee for the commissioned piece after installation. The period of such a guarantee is a personal matter between artist and patron. Various government agencies require commission guarantees of from one to five years. The contract should not only specify the period, but also all areas covered by the guarantee. Does the guarantee cover

the workmanship and materials in the commission? Does the guarantee cover the installation methods or devices? If there are any problems regarding the commission, is the artist responsible for paying all costs, such as labour, materials, travel and other related expenses? The contract should specify all such items.

Maintenance obligation

Maintenance of the commissioned piece is generally the patron's responsibility after installation and transfer of ownership. The contract should assign the responsibility for damage not due to the artist, such as vandalism, water, etc. Will the patron reimburse the artist for time, labour, and materials when the artist undertakes any resulting repairs? Can any person other than

the artist work on commission repairs, and under what circumstances? Who will decide if the commission is damaged beyond repair and what will happen to the piece if it is? There have been cases where a commission has been partially destroyed and discarded, and later has resurfaced to haunt both the artist and its previous owners.

When the patron requires a commission guarantee, the artist should give the patron complete, written instructions for the care and cleaning of the commission, presenting these detailed instructions to the patron at the point at which legal ownership is transferred. The proper care of the commission can be made a requirement of the commission guarantee.

Some commission contracts also include provisions for the artist to act as a consultant with regards to the commission's care and maintenance for the period of the artist's life. In this context, it is useful to remember that the "moral right" of the Berne Copyright Convention gives the artist the right to object to "any distortion, mutilation, or other modification of, or any other derogatory action in relation to, said work, which would be prejudicial to his/her honor or reputation." The deterioration of a commission through improper care, and the continued display of such a commission, would constitute an infraction of this section of the Berne Copyright Convention.

As an example, the City of Seattle made a

contractual agreement with a commission artist containing the following points:

"5)...The City agrees that it will not intentionally destroy, damage, alter, modify, or change the work in any way whatsoever. If any alterations of any kind occur to the work after it has been finally completed and installed, whether such change is intentional or accidental, and whether done by the City or others, the work will no longer be represented to be the work of the artist without his written consent. The City agrees to see that the work is properly maintained and protected.

6)...All repairs and restorations which are made during the lifetime of the artist shall have his/her approval. To the extent practical, he/she shall be given the opportunity to accomplish said repairs and restorations at a reasonable fee."⁽¹⁾

(1) Dennis Green, *% for Art: New Legislation Can Integrate Art and Architecture* (Western States Arts Foundation Inc., 1976), page 65. A subsequent section of this publication will cover Canadian copyright laws in detail.)

Copyright ownership

The copyright ownership of a piece of fine art usually remains with the artist even after the piece is sold, unless otherwise stated in a

contract. A statement of copyright ownership should be contained in the commission contract.

Contract termination

While not to be expected, the issue of contract termination cannot be ignored. The contract should state under what conditions it may be

terminated, and state the procedure for, and the monetary compensation to result from, such a termination.

Death of contract signatories

A signatory's death will greatly affect the commission contract. A patron's death could result in the commission's termination, so a contract might make arrangements for the

commission's completion in such an event, the completed commission becoming a part of the patron's estate. Another method of handling this situation would be to construct

the contract so that it established a reimbursement system for the work performed prior to the patron's death, as is the case in contract termination. The incomplete commission would then remain the artist's property.

The artist's death will pose many problems for the patron, but the latter can protect himself partially against resulting loss by requiring the artist to carry life insurance for the total value of the commission. The artist may attach an assignment to such a life insurance policy in order to reimburse the patron for funds advanced to the artist prior to his death. In such a case, the uncompleted commission would remain the property of the artist's estate. Or, contractual arrangements may

facilitate the commission's completion after the artist's death. The artist can designate another artist to complete the commission, a possibility when the artist has been working with an assistant who would have sufficient knowledge of the commission (and access to all the artist's models and/or scale renderings) to complete the contracted work. This could be tied to the arbitration process, with the designated committee required to select a replacement artist and oversee the work's completion.

The fate of the commission upon a signatory's death is an individual matter that is determined by the priorities of the parties. It should be discussed, agreed upon, and included in the commission contract.

Dispute arbitration

The procedure for arbitration is set out in the Provincial Arbitration Act. The establishment of an arbitration procedure can be included in the contract and can make out-of-court settlements of disputes possible, saving all parties both time and expense. It is always much easier to establish this procedure before it is required.

A contract can designate one or more parties to arbitrate any dispute that might arise during the commission process or it can establish a procedure for the designation of arbiters. An acceptable method might be to have the patron and the artist each

designate an arbiter, these two themselves to agree on a third arbiter, and the three forming an arbitration committee.

The elements of the arbitration procedure, such as structure, time-lines, notification of parties, and work continuation, should be clearly specified. All contract signatories must agree that the arbitration committee's decisions are legally binding.

This section gives validity to the contract as a whole by allowing the commission contract to work for all parties in the event of unforeseen disputes.

Contract modification

The need for contract termination or arbitration often can be alleviated if a contract sets up a mechanism for its own modification. This is especially true in the commission process because its reliance upon those not party to the commission contract, e.g., support people such as building tradespeople, building inspectors,

subcontract fabricators, etc., makes contract flexibility necessary, to accommodate possible changed circumstances.

The procedure for making modifications should be written into the contract. Any contract modifications are possible when all parties are in complete agreement with them, but even then it is important that such

modifications be put in writing and added to the contract. On the other hand, if the proposed modifications do not meet with complete agreement, there are two alternatives: the party requesting the

modification can withdraw the request, or the requested modification can be referred to the arbitration mechanism discussed in the previous section.

Signature of all parties in complete agreement

All the possible contract sections listed above are worthless unless they obtain the complete agreement of all signing parties. It can not be stressed strongly enough that a contract, once signed, is legally binding. This means that all signing parties are legally responsible for every area covered in the contract. If any party is not in full accord,

then that party should not sign. The contract draft can be changed until all signatories can agree. **A contract should only be signed when there is complete agreement with all the sections contained in the contract. Once a contract is signed, it is legally binding!**

Sample contract

The following sample contract is reprinted
courtesy of The University of Calgary.

ARTIST AGREEMENT

THIS AGREEMENT made in duplicate the day of
..... in the year Nineteen Hundred and
by and between The Governors of the University of Calgary hereinafter
called the "University", as represented by the Vice-President (Services)
and hereinafter called the "Artist."

WHEREAS the University is desirous of acquiring the Artwork roughly
described as follows:

Location of Artwork
Type of Artwork
Approximate Size
Material or Medium
Theme or Character

AND WHEREAS the Artist has agreed to provide the said Artwork by
performing the work hereinafter referred to:

NOW THEREFORE, the University and the Artist for the considerations
and upon the terms and conditions hereinafter named, agree as
follows:

ARTICLE 1. The University agrees to pay the Artist a compensation
for his services as hereinafter set forth.

ARTICLE 2. Problem Evaluation

- 2.1 The Artist shall consult with the University to ascertain
the requirements of the Artwork with respect to intent,
space, budget limitations, time schedules, and
compliance with the Long Range Development Plan of
the University and he shall confirm in writing his
understanding of such requirements of the Artwork.
- 2.2 The Artist shall evaluate the Explanatory Instructions
and other material and data relevant to and
pertaining to the Artwork provided by the University.
- 2.3 The Artist shall review the site survey, inspect the site
and consider existing conditions such as topography,
drainage, availability of sewer, water and other utilities.

2.4 The Artist shall check applicable codes, regulations and restrictions of any authorities having jurisdiction and other factors affecting design and execution of the Artwork.

2.5 The Artist shall clarify with the University all factors relating to the Artwork's location, type, size, material or medium, theme or character, structural, mechanical or electrical needs, installation method, work schedule and costing procedures.

ARTICLE 3. Preliminary Design

3.1 The Artist shall submit to the University a proposal illustrating the preliminary design of the Artwork by means of a sketch, maquette or other suitable format to give a true indication of the work envisaged including its general arrangement, materials, scale, etc. relative to its environment as well as by means of a written description fully explaining the following:

- 1 Location of Artwork
- 2 Type of Artwork
- 3 Approximate Size
- 4 Material or Medium
- 5 Theme or Character
- 6 Techniques of Execution
- 7 Schedule of Work
- 8 Cost
- 9 Other information as may be required

3.2 Upon the written approval of the Preliminary Design by the University, the Artist shall submit to the University for approval a Final Design by means of sketches, detail drawings, models or other suitable format to fully illustrate the proposed Artwork and its relationship to its surroundings, including final dimensions, materials, finishes, structural details, support requirements, attachment methods, preparatory requirements for the work, involvement of any contractor and his subtrades, clean-up and protection methods, confirmation of work schedule and costs, and any other items which may be required.

3.3 The Artist shall revise the work when requested in writing by the University and do such things as are necessary and artistically acceptable and compatible with Artwork and its surroundings to obtain approval.

ARTICLE 4. Execution of Artwork

4.1 When specifically authorized and directed in writing by the University, the Artist shall fabricate, deliver and install the Artwork to the approved location, exercising professional skill in fitting the Artwork to its surroundings and diligence in meeting approved work schedules; collaborate with any other persons engaged in the work and be responsible for the work of others directly assisting in the installation. The Artist shall ensure that all workmanship is of the highest quality and properly expressive of the approved design.

4.2 The Artist shall supply or arrange to have supplied at his sole cost, risk and expense all materials, labour, plant, machines, utility services and any other services necessary for the Artwork and the performance of the work, including scaffolding, lighting, protective means and anchoring devices.

4.3 Everything and anything supplied or performed pursuant to Article 4.2 shall conform to applicable codes, regulations and restrictions established by any authority having jurisdiction over the work.

4.4 Insurance

The Artist shall fully insure the Artwork and the work including all drawings and models, and provide certified copies of all insurance policies to the University on commencement of the work. Pay all premiums and insure coverage against all risks of direct physical loss or damage of drawings, models and the Artwork whether in a studio, workshop, residence, in transit or at the site until the Artwork receives final acceptance from the University. Obtain the following coverage:

- | | |
|--|--------------|
| 1) Employer's Liability-minimum | \$ 50,000.00 |
| 2) Public Liability -minimum | \$200,000.00 |
| 3) Property Damage -minimum | \$200,000.00 |
| 4) All Risk "Fine Art" - full value of Artwork | |

And shall file with the University a copy of each insurance policy and/or certificate required and all such insurance shall be maintained until final completion of the work including correction of faulty work or materials.

4.5 Loss or Damage

In the event of physical loss or damage to the Artwork prior to acceptance, the Artist shall immediately rectify the loss, or damage by repair, restoration, replacement or other appropriate means, in a diligent manner irrespective of the time of insurance adjustment, and at no additional expense to the University.

4.6 Protection and Cleanup

4.6.1 Where necessary during fabrication, delivery and installation of the Artwork and until hazards are eliminated, apply protective coatings, wrappings or other appropriate measures and remove them when they are no longer required.

4.6.2 Upon completion of the Artwork and its installation, clean the Artwork and the area in its immediate vicinity to the satisfaction of the University.

4.6.3 Remove all protective devices and structures completely from the site as required by the University.

4.7 Maintenance Manual

The Artist shall provide the University with a suitably bound manual giving a detailed description of materials and fabrication methods used in the Artwork and recommended maintenance instructions and means of future conservation or restoration that may be required, and include the names and addresses of relevant manufacturers or agencies.

4.8 Completion of Work

The Artist shall complete the work by the day
of 19

4.9 Colour Slides

Upon interim acceptance of the Artwork the Artist shall provide the University with a minimum of three 35mm colour slides of the Artwork showing the following:

- (a) An overall view of the Artwork in conjunction with its surroundings
- (b) A closer view of the Artwork indicating scale and the immediate environment
- (c) A close-up view of the Artwork indicating particular features of fine detail

Ensure that slides are of good quality, showing the Artwork to advantage, for record purposes and future reference. Include with the colour slides the Artist's latest curriculum vitae.

4.10 Performance Holdback

Until the artist complies with the provisions of Articles 4.7 and 4.9 and pursuant to section 15 of the Builders Lien Act, the University will retain a holdback of fifteen (15%) percent of the total compensation payable for the Artist's services.

4.11 Guarantee

The Artist shall guarantee the Artwork from failure or deterioration (excluding normal weathering, wear and tear and unwarranted abuse) for a period of five years from the date of acceptance of the Artwork. Upon written notification from the University during this period immediately repair, replace, or otherwise make good the Artwork in execution of this guarantee.

4.12 Ownership of Documents

All drawings, specifications and documents prepared by the Artist are instruments of his service for the execution of the Artwork and are the property of the Artist whether the Artwork is executed or not, and he reserves the copyright therein and in the Artwork executed therefrom and they are not to be used for any other Artwork without the written permission of the Artist. Subject to this provision the Artist shall deliver to the University copies of all drawings, specifications and documents for the execution of the Artwork.

ARTICLE 5. Responsibilities of the University

5.1 Explanatory Instructions

The University will provide the Artist with Explanatory Instructions, and will interpret the instructions, clarify all points of doubt, and define all aims upon request.

5.2 Decisions

The University will give due consideration to all proposals, submissions, sketches, drawings, maquettes, models, claims and disputes and where necessary will obtain recommendations from the Art and Architectural Committee of the University and will

endeavour to provide written decisions, instructions, acceptances and any other information required as soon as possible in order to enable the Artist to expeditiously carry out the work.

5.3 The University shall furnish or direct the Artist to obtain at the University's expense:

5.3.1 A certified survey of the site which shall include all information and all surveyors' services required for setting out of the project, and giving the grades, lines of streets and lanes, pavements, permanent structures, adjoining properties and structures thereon. In addition, the survey shall include rights of way, restrictions, encroachments, deed restrictions, boundaries, test borings, trees and contours and utility lines, both public and private.

5.3.2 "As built" drawings of buildings, if these are required for the design and execution of the Artwork.

5.3.3 Structural, Chemical, Mechanical, Soil Mechanics, Building Material tests and such other tests as may be required for the proper execution of the Artwork. These shall be performed by independent testing agencies acceptable to the University.

5.3.4 Full information respecting sewer, water, gas, electrical and other public utility services.

5.3.5 The Artist shall not be responsible for costs or damages arising from errors or omissions in any of this information supplied directly by the University to him. Where the Artist is engaged by the University to obtain this information he shall be fully responsible for the accuracy and completeness of the information.

ARTICLE 6. Abandoned or Suspended Work

6.1 If any work performed by the Artist pursuant to this agreement is abandoned or suspended in whole or in part by the University, the Artist is to be paid for the services performed to the point of abandonment or suspension.

ARTICLE 7. Communication and Liaison

7.1 Each of the parties hereto shall appoint a person acceptable to the other party who shall act as liaison for all communications and authorizations between the University and the Artist.

- 7.2 All data supplied by the University shall be treated as confidential information and shall not be divulged by the Artist, his agents, employees or others engaged by or through him, and upon completion of the Artwork shall be returned to the University.

ARTICLE 8. Termination of Agreement

- 8.1 This Agreement may be terminated by either party upon seven days written notice. In the event of termination, the Artist shall be paid for services performed to termination date.

ARTICLE 9. Successors and Assigns

- 9.1 This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their executors, administrators, successors and assigns, except as hereinafter otherwise provided.
- 9.2 If the Artist is an individual and dies or becomes incapacitated, or being either an individual, partnership, or corporation becomes bankrupt before his service hereunder has been completed, this Agreement shall be cancelled as of the date of his death, incapacity, or bankruptcy and the University shall pay for the services performed to the date of cancellation.
- 9.3 If a Party to this Agreement who is an individual should desire to bring in a partner or partners, or if a Party which is a partnership should desire to bring in a new partner or partners to share the benefit and burden of this Agreement, he or they may do so and he or they will promptly notify the other Party of such action.
- 9.4 Except as aforesaid neither Party may assign this Agreement without the consent in writing of the other.

ARTICLE 10. Arbitration

- 10.1 In the event of any dispute arising between the parties hereto as to any matter arising hereunder either party shall be entitled to give to the other notice of such dispute and to demand arbitration thereof. Upon such notice and demand being given, each party shall at once appoint an arbitrator and these shall jointly select a third.

- 10.2 If, within fourteen (14) days of the date of the notice of dispute and demand for arbitration, either party has failed to appoint an arbitrator the opposing party may petition a judge of the Supreme Court of Alberta to appoint an arbitrator for the party in default and the person appointed by the judge shall be that party's arbitrator.
- 10.3 If within fourteen (14) days of the date of appointment of the two arbitrators they have failed to jointly select a third arbitrator then either or both of the parties may petition such a judge to appoint the third arbitrator and the person appointed by the judge shall be the third arbitrator.
- 10.4 Following the selection or appointment of the third arbitrator the three arbitrators shall, as soon as possible, embark upon the arbitration. They shall settle the rules of procedure for the arbitration proceedings and all rulings required to be made during the proceedings.
- 10.5 The decision of a majority of the arbitrators upon the rules of procedure or upon any ruling shall be final and binding upon them and the parties. If a majority of the arbitrators fail to agree on rules of procedure or on any ruling any one arbitrator may petition such a judge thereon and his decision shall be final and binding upon the arbitrators and the parties.
- 10.6 The decision of a majority of the arbitrators upon the matters in dispute shall be final and binding upon the parties and all the costs of the arbitration shall be apportioned between the parties or against either of them as a majority of the arbitrators may decide.
- 10.7 Notwithstanding anything within this clause contained the work shall be continued without interruption and the taking of any arbitration pursuant hereto shall not be a cause for hindering or delaying completion of the work.

ARTICLE 11. Compensation For Services Performed

- 11.1 The fee for Services performed under Articles 2, 3 and 4 hereof shall be:

.....

payable in Canadian dollars.

- 11.2 It is understood by the University and agreed by the Artist that the fee is only payable when the Artwork has been executed to the satisfaction of the University within the stipulated cost limit established, and any payment in respect of a phase or part of a phase is not deemed a waiver of the University's rights of set-off at law or under this agreement for cost or expenses arising from default or negligence of the Artist.

11.3 Fee Payments

The University will pay the Artist a fee for services performed under this Agreement as follows:

- (a) Preliminary Design Payment:
Upon approval of the Artist's Preliminary Design - 20% of the fee.
- (b) Final Design Payment:
Upon approval of the Artist's Final Design - 30% of the fee.
- (c) Execution of the Artwork Payment (see Article 4),
at the option of the University, Either a single payment subject to retention of Lien fund until substantial completion Upon interim acceptance of the Artwork -40% of the fee.
- (d) Final Payment:
Upon final acceptance of the Artwork and after complying with Article 4.10 - 10% or the balance of the fee.

11.4 Direct and Reimbursable Expense

Subject to approval in writing by the University prior to incurring the expense, the University will reimburse the Artist for the following disbursements to be itemized by the Artist on the University's "Travel Claim Voucher."

- 11.4.1 Authorized travel expenses, meals and accommodation essential to the Artist's performance of the work.
- 11.4.2 The cost of telegrams, express, registered mail, and long distance calls made in the interest of the University.
- 11.4.3 The cost of publication of Notices of Tender, and other legal notices as approved by the University.
- 11.4.4 When approved by the University, all other out-of-pocket expenditures made in the interest of the work.

ARTICLE 12. Addresses

- 12.1 For all purposes of or incidental to this agreement, the Artist's address shall be deemed to be:
.....
.....
.....

- 12.2 The University's address is as follows:

The University of Calgary
2920 24 Avenue N.W.
Calgary, Alberta
T2N 1N4

Attention: VICE PRESIDENT (Services)

- ARTICLE 13. The following additional provisions are added and shall become part of this Agreement:

.....
.....
.....
.....
.....

ARTICLE 14. Entire Agreement

- 14.1 This Agreement represents the entire Agreement between the Parties to this Agreement and supersedes all prior negotiations, representations or agreements either written or oral.

IN WITNESS WHEREOF each of the parties hereto has hereunto subscribed its signature, or being a corporate body, has hereunto affixed its corporate seal duly attested by its proper officers on its behalf.

The Governors of the University of Calgary
.....
Chairman

Artist

.....

.....
Witness

.....
Signature

.....
Witness

.....
Signature

With Bob Quin and Bob Stowell, artists

In the commission process, it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any special problems to be overcome. How do you relate to being involved with another person in your creative process?

STOWELL: The idea of having another person involved, or having ideas that you would never consider, can be very stimulating. Outside influences and suggestions of possibilities and subject matter can take you out of your typical track. But, it can be an imposition when the client doesn't know when to stop their input and wants to have too much to do with it.

QUIN: I think it is as much a challenge, maybe even more, to do the best with what you've got than to have totally free rein. For this commission, the subject matter was chosen for us. It was up to us to find a feasible way of interpreting the subject matter so it would satisfy us artistically. I would never have dreamed of sculpting mountains. I didn't stand in my studio and say "What a good idea, I think I'll sculpt a hoodoo!" But all of a sudden somebody comes along and says "What do you think of this as a subject matter?" It wasn't long before I realized that every time I looked at a rock I was learning much the same way as you are learning with the figure. And it's kind of interesting because it's hard to sculpt landscape... unless you are going to do it in relief or something. The painter can create an illusion of space but sculpture is not an illusion. It is either there or it's not there.

STOWELL: It seems that sculpture has traditionally been limited in subject matter. It has been pretty much either the human figure, portrait, animals, or all of a sudden, leapt into abstract and nothing in between.

QUIN: But with this commission we are essentially dealing with something large enough to be an environment itself.

How do you find a balance between your own artistic growth and meeting the needs or requirements of the patron?

STOWELL: When you are doing commissions, you do have limitations. You can't take forever doing something. But you can also decide where your limits of quality are. We feel we could do better, but we are doing in a learning situation. As long as what we are doing is improving, that's all you can expect. We couldn't keep on redoing it until it's perfect.

QUIN: A lot depends on the individual's nature. Some people are meant to work in studios, and some are meant to work on projects far too big for studios. It is sort of a push, pull, between the two. I love to work in the studio. I can be as idealistic as I want. But, even in the studio I reach a point where I say, "Well, I can't work on this forever."

How do you relate to the necessity of doing a proposal and then having to carry it through?

QUIN: We were given a set of blueprints. They said, "It's going to be this high, it's going to be this wide, it's going to be roughly this shape." They said "Take some field trips, take some pictures, grab yourself some materials and make us a model."

STOWELL: Did they say that?

QUIN: Yah, that's the way they put it to me.

STOWELL: It seems to me that we had most of the suggestions. I remember you saying, "First thing we would like to do is build a model." They acted as though they had never considered it. I guess they thought we'd get right on the site and start.

QUIN: Oh, was that right?

STOWELL: I think that is what we found out from this job. Even if you haven't done anything like this before, you have to trust your personal instincts as an artist and as somebody who knows materials. Don't be intimidated! Speak up!

What changes occurred from the proposal to the actual finished piece and how did you deal with the problem of scale?

QUIN: First of all, the models that we made haven't given us nearly the problems as the areas that were roughed in by the landscapers. If we were starting from just a level piece of ground, we'd have no problem. We could build it exactly the way the model was in terms of proportion. But the landscaper placed the earth and boulders for us to build on with little or no regard to what the actual plans were.

STOWELL: Everything is basically in place.

QUIN: Yah, but 5 or 10 feet when it comes to a surface area that we are working on, which may be as little as 4" or 6", is all of the difference in the world! What it has done, in some ways, is introduced an unknown to us that we've had to work around on the site.

STOWELL: What we are working on is so much bigger than the models, that there's all this detail work that gets added in the actual final project. That's where all the studying, photographs, going out and looking at things comes into it. We keep on studying and looking at our source material, and we keep on coming back with an increasing awareness of how things are.

QUIN: Our capabilities of having learned a process, of having put the piece together, the actual work involved, mean we know the process well enough now that we can take a look at a shape we want and know how to do it.

STOWELL: Yes, like learning about the possibilities of spraying concrete. Pool finishers use spray concrete, but with them it's a technique of getting it on as smoothly as possible. That's a good thing to know, but you can do all kinds of other things like getting a little sloppy. Controlled sloppiness can get very natural looking textures.

QUIN: Something you couldn't have known until you've done it. Research, concepts, subject matter, techniques, and materials that have never been used...how to handle the unknown factor.

STOWELL: Actually we've been forced into learning as we go, which isn't ideal.

What types of information are necessary in a proposal?

STOWELL: In some things, I think that most of the creative process is in developing the ideas. People tend not to understand the kind of time an artist needs to get something going. If you have to design a mural that's 10' long and 20' high, you can do a drawing of a certain size and pretty well figure out everything you want to do in it. You can physically do a drawing like that in a pretty short time. But, it isn't just a matter of doing just the drawing. It's a matter of allowing the whole idea to grow without being force-fed. I mean a week isn't nearly enough time! You can do a lot of work in the proposal time. Everything you do from that point on depends on what you have researched.

QUIN: I really think it is important to do as much research as possible and get a real solid format down, considering what the client needs and if you feel you can work within those restrictions. If you feel that you can work within those restrictions, then go to it!

Did you have problems estimating time and/or budget?

QUIN: The first thing that we did was to refuse to go on a set budget. We agreed to only work on a cost-plus basis.

STOWELL: Well, it was really taken out of our hands. We did go through the motions of making estimates, which were ludicrous, way out-to-lunch. But I think we had a feeling all along that it wasn't going to come down to that.

QUIN: Anyone who has made an estimate on the park has been wrong.

STOWELL: I think a lot of business people and contractors are used to dealing with cut-and-dried situations. They're used to seeing skyscrapers going up in a summer downtown. They can't understand why, if you can put up something hundreds of feet high in a summer, that we can't do all that work in the park in a summer. They don't realize that in the park there are no 2' going in the same direction. There are no 2' that are the same texture or colour. This really changes the time and cost set-up of a project.

How do you deal with the length of time necessary to complete this commission?

QUIN: Something in my personal nature helps. I like interspersing the work that I do...a mixture of pure labour, semi-labour and pure aesthetic. It's nice to be able to scatter it out because it gives you breathing space. You go and bend steel for half a day and it's as mindless as shoveling dirt, but, as Bob says, it allows you to simmer until something crystalizes. Then you go nuts for a couple of days making an armature for a shape that you want. Then you go through it again — the process of labour, until you get the next step. That's good! That's really good! The aesthetic value is increasing all the time. It's not something we have decided that it's going to be this way from beginning to end. I go and look at a formation I have made last year and say, "This little area is pretty close to the path and so there is a good chance people will be stopping here and looking here." So that area needs a highlight — something to make it exciting. And the piece changes, grows, and increases in aesthetics every day.

What advice can you give to others involved in the commission process?

QUIN: I think that artists, especially on a first commission, feel that someone is doing them a favour by even asking them to do a piece. I don't think that they should feel this way. For a start, you make it very difficult for yourself. You put yourself in an underdog, struggling position, which isn't conducive to doing your best work.

STOWELL: You've got to put the odds in your favour right from the start. When you're getting a commission, it's important to decide exactly what you want to do and what you need to do it. Then make sure you get it.

QUIN: Be especially careful of materials that you haven't worked with before. Make it known that you haven't used this or that material before and state that you need to research the material and its capabilities. There is always the possibility that you might save the client money by finding another material that works better.

What are some of the positive points about being involved in a commission?

STOWELL: Have input into the project as soon as possible. We would have liked to become involved in the project a lot sooner to determine things that are important to us and may not have occurred to anyone else in the initial stage. A building is an architect's creation and I would think he would have concern about the character of that building and how the art work would go into it. The sooner the two people can get together to discuss that, the better the results will be.

QUIN: It would have been nice to have spent a couple of weeks playing with the materials, but at least we became friends with the company responsible for the gunnite (sprayed concrete). Not that they showed us what to do — they showed us how to do what we wanted to do. They knew what was required to stop this stuff from flying through the air and how much to build it up before it would fall off on the ground. As well, they knew what proportions to use for the dyes and pigments. They were, in the beginning, probably the saving grace of the project. It's our job to make it look nice, it's their job to make it last and they have been great in that way. This is one of the real advantages of working with other people on the project. Bob and I had worked together before...not so much as partners because we both knew our area of responsibility. Bob has a certain work habit and I have a certain work habit and they complement each other. He was highly stylized and I was more naturalistic and now it has gone the other way on this project. Not because we felt that that's something I should learn how to do; it's just that wouldn't it be fun to approach it from another standpoint. New challenges and being in a learning process. I really like team work!

STOWELL: I think that that is something almost considered taboo. The artist ego is a very Western concept. Imagine considering letting someone else have input into your work! But, supposing that you get 5 compatible people together...I think the possibilities are not 5 x 5, but are 5 x 5 x 5 x...

QUIN: There are places in that park where, no further than 2 feet away from a given spot, there have been 3 sculptors working. We have been pretty supportive to each other.

STOWELL: Another thing is when your arms and wrists are tired and sore and you are racing setting cement, it's really nice, really a necessity, to know you can ask someone else to come over and help.

QUIN: We've gotten to the point of choreography. If someone is going to have a big day, it is planned a couple of days in advance so we can all be supportive to him. And with the crew, by the end of the summer, there are combinations of people who work so well together that we don't have to say a word. They know exactly what's expected of them and they do it.

STOWELL: This type of experience wouldn't be possible without the commission.



Maquette by Bob Quin and Bob Stowell.



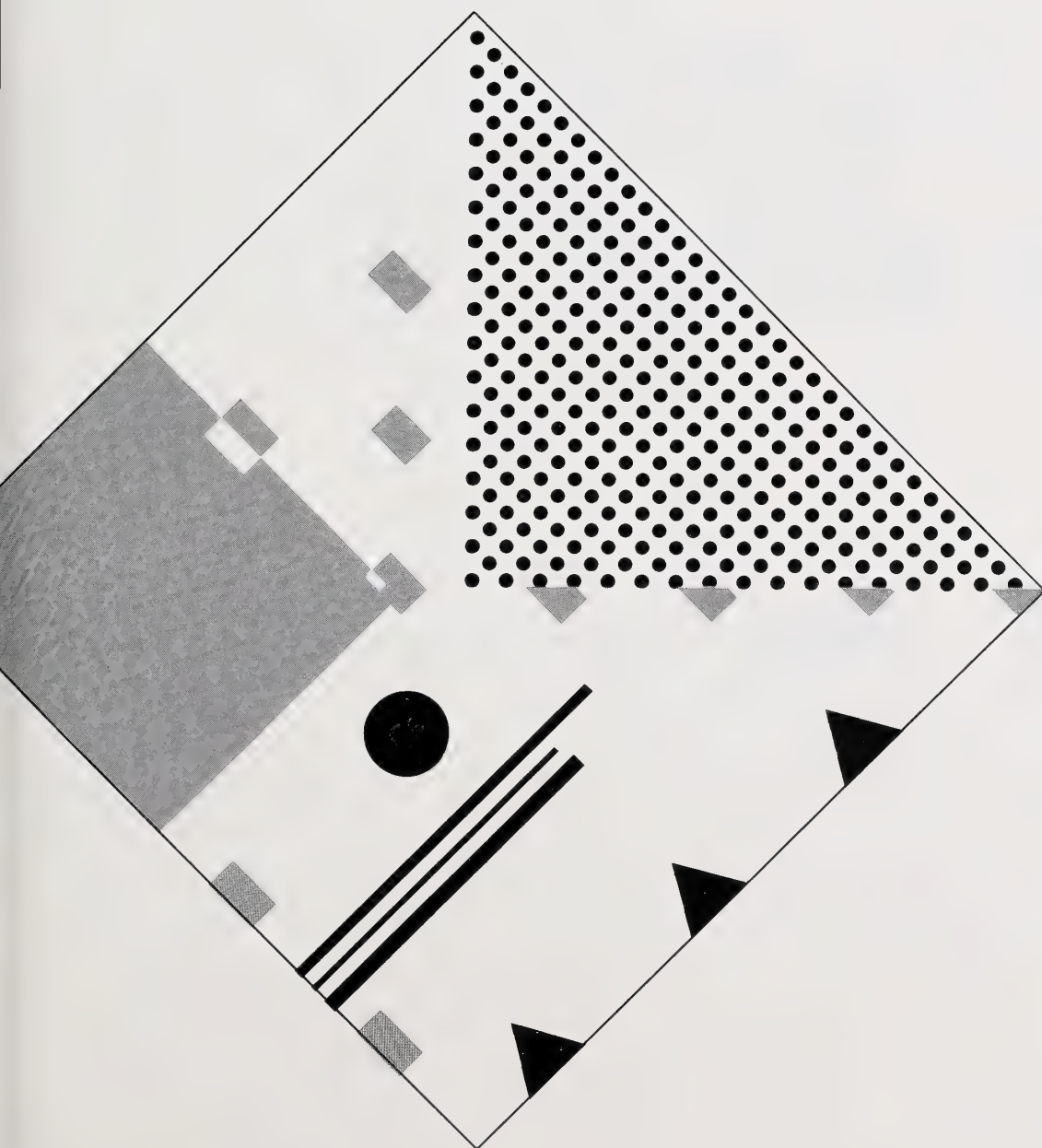
Sculpted environment by Bob Quin and Bob Stowell for Prehistoric Park, Calgary Zoo, Calgary, Alberta.



photos: John Dean

7.

Building Codes



The artist is responsible for ensuring that the commission conforms to all local building codes. Building codes vary, depending on the design, structure, occupancy, and location of any specific building and commission site.

In the 1981 Alberta Building Code, there are no specific requirements for art work in public buildings, as long as the art work is not considered to be a part of the building, and this depends on each situation and each project. The local authorities involved can advise the artist as to whether the proposed commission is considered a part of a specific building.

The Calgary Building Codes Officer in the Building Regulations Division further states:

"Once a piece of art work is considered to be a part of the building, the requirements of the Building Codes will apply. The properties of materials used for the art work such as combustibility, fire-resistance rating, flame spread rating, and smoke developed classifications will be the governing factors. The limitations of materials to be used will depend on each specific situation."

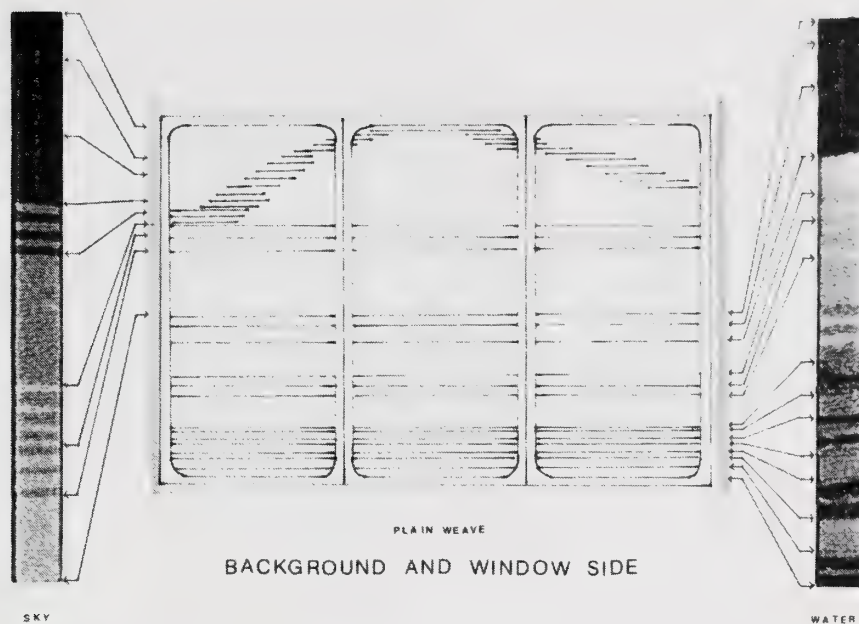
The artist must take seriously the responsibility of conforming to local building codes in carrying out a commission. The

Building Inspection Branch of the City of Edmonton Bylaw Enforcement Department states:

"Artists contemplating any type of work should contact the local building inspection authority prior to commencing their work. They would then be informed whether the proposed art work would, or would not, comply with the current building and fire codes."

There have been cases in which the artist did not contact the local authorities. In one instance, a piece was installed and then found to be in violation of the local codes. The artist was required to remove the commission and re-execute the piece in materials that conformed to the local codes, all at his own expense. The artist had to work an extra year on the commission, and several more years to pay off the cost of the additional materials and labor. It is far better to find out all the regulations and requirements before the commission is begun! When a commission must be altered because the building codes do not allow the use of certain materials or techniques, the artist is liable for all resulting expenses. Alterations can best be accomplished, with least loss of time and money, in the planning stages.

ommission proposal
y Katherine Dickerson.



BOARDROOM SIDE

LAY-IN WEAVE

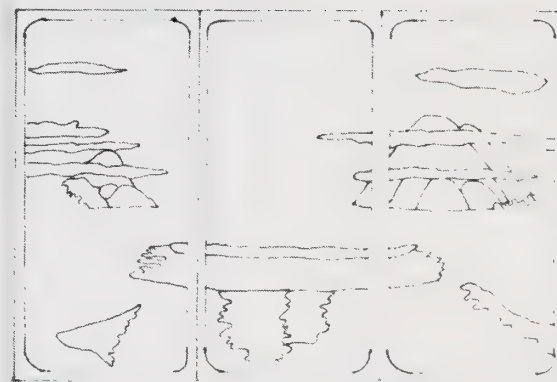


photo: Ray Smith

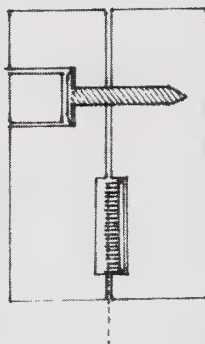
Commission proposal
by Katherine Dickerson.

FRAME CONSTRUCTION & MOUNTING OF TAPESTRY

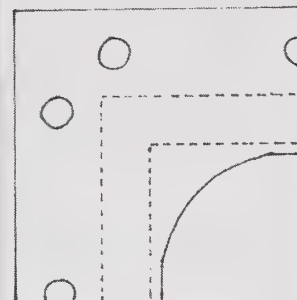
wooden plug and screw
holding 2 sections of
frame together

smooth edge carpet
tacking attached to the
frame in indentation

tapestry sandwiched
between frame sections
and stretched on smooth
edge carpet tacking



SIDE VIEW
TO SCALE



wooden plugged
screw holes

smooth edge
carpet tacking

curved inside of
wooden frame

FRONT VIEW
SCALE 1-2

CARE OF THE WOVEN PIECES

Dust will deteriorate any woven surface. To insure proper care of the woven screens, they should be vacuumed regularly on both sides. Vacuuming should be done only with suction, never with any vibration.

Once every 5 years, the woven sections should be taken off their frames and be cleaned. A detailed accounting of all fibre content will be given to the client upon the installation of the piece. This fibre content will aid any cleaning firm in the proper dry-cleaning of the woven pieces. The artist will be available upon proper notice and arrangements, to re-stretch the woven pieces on the frames, if the client feels it is necessary.

CLIENTS RESPONSIBILITIES

The client, through the architectural firm, will be responsible for having the wooden frames built to the artists specifications. The client, through the architectural firm, will also be responsible for the installation of the frames and what ever hanging method is necessary in the board of directors room. The client will be responsible for any cost incurred to cover the two above mentioned items.

ARTISTS RESPONSIBILITIES

The artist will take out an insurance policy to cover the woven piece against any damage while it is being woven, transported and installed. The client will also have insurance to cover any liability that might come up in connection with said commission. The artist has a life insurance policy to cover commissions. As soon as the first commission payment is forwarded to the artist, the clients name will be placed on said life insurance policy. If the artist should become deceased during the weaving of the commission, the client, upon proof of payments will be reimbursed the total amount of payments made to the artist to that point. Upon reimbursement of monies paid, the commission in progress becomes the property of the artists estate.

The artist will stretch each woven piece on the wooden frame. The artist will also oversee the installation if the client or architect feels it is necessary. The artist will guarantee the woven pieces against any damage caused by improper workmanship by the artist. Any such damage resulting from poor workmanship by the artist will be repaired and any costs for repair paid by the artist. Any damage caused in any other manner than through the artists work, will be available, on a fee basis, to repair any damage to the piece from this type of damage. The artist keeps records of each commission in a safety deposit box to aid in any repair work in the future.

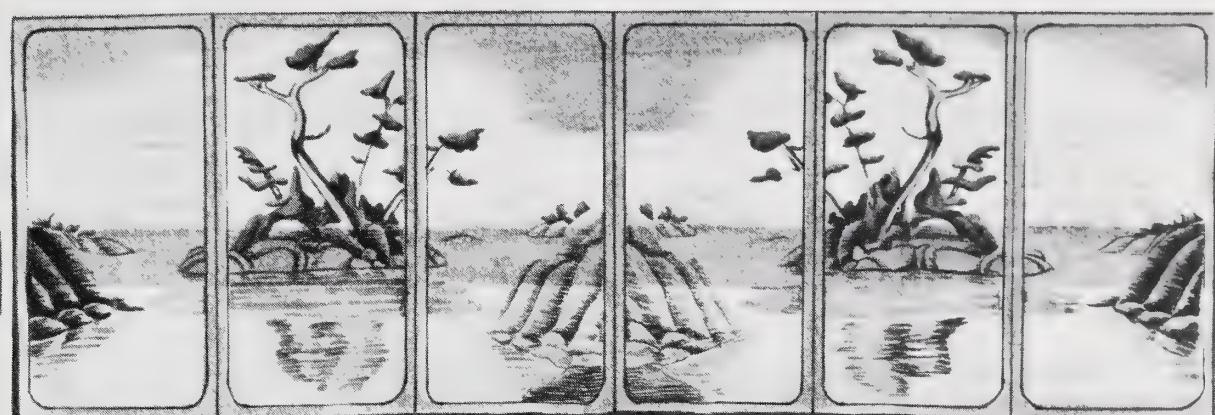
PAYMENTS

Upon acceptance of the proposal, the artist's proposal fee becomes due. Upon signing of the contract for the commission, 25% of the total commission price becomes due. Upon completion of each of the three pairs of screens, 25% of the total becomes due. Upon final installation and acceptance of the total commission by the client, the remaining 25% becomes due. The artist will bill the authorized person for the amounts due at each point as they are due.

Artist's fee: \$1,000.00
Commission Fee: 25%, 25%, 25%, 25%

A detailed accounting of expenses, materials, labour, utilities, can be made available upon request of the client.

photo: Ray Smith



PROPOSAL A

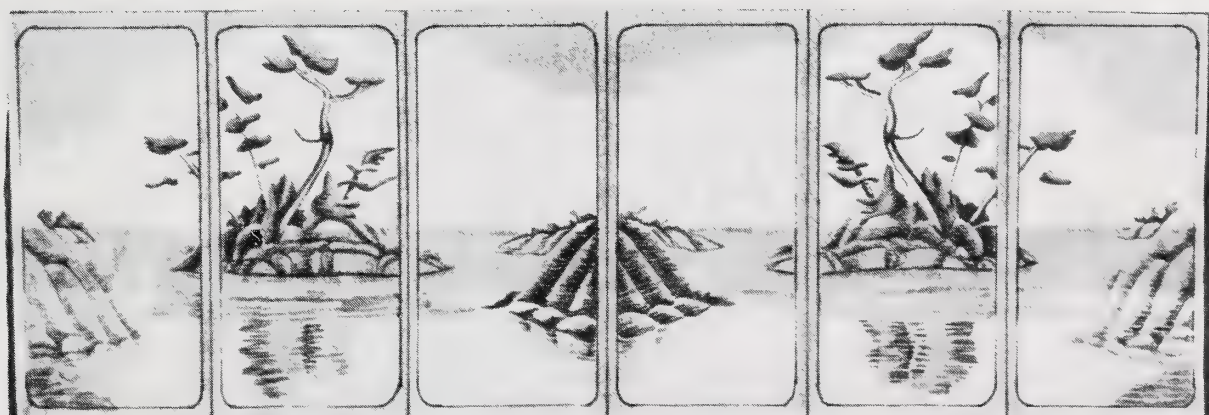
PAINTING - BACKGROUND AND WINDOW SIDE

OVERLAY - LAY-IN OF FOLIAGE ROCKS GROUND

MOUNTAINS CLOUDS AND WATER REFLECTIONS

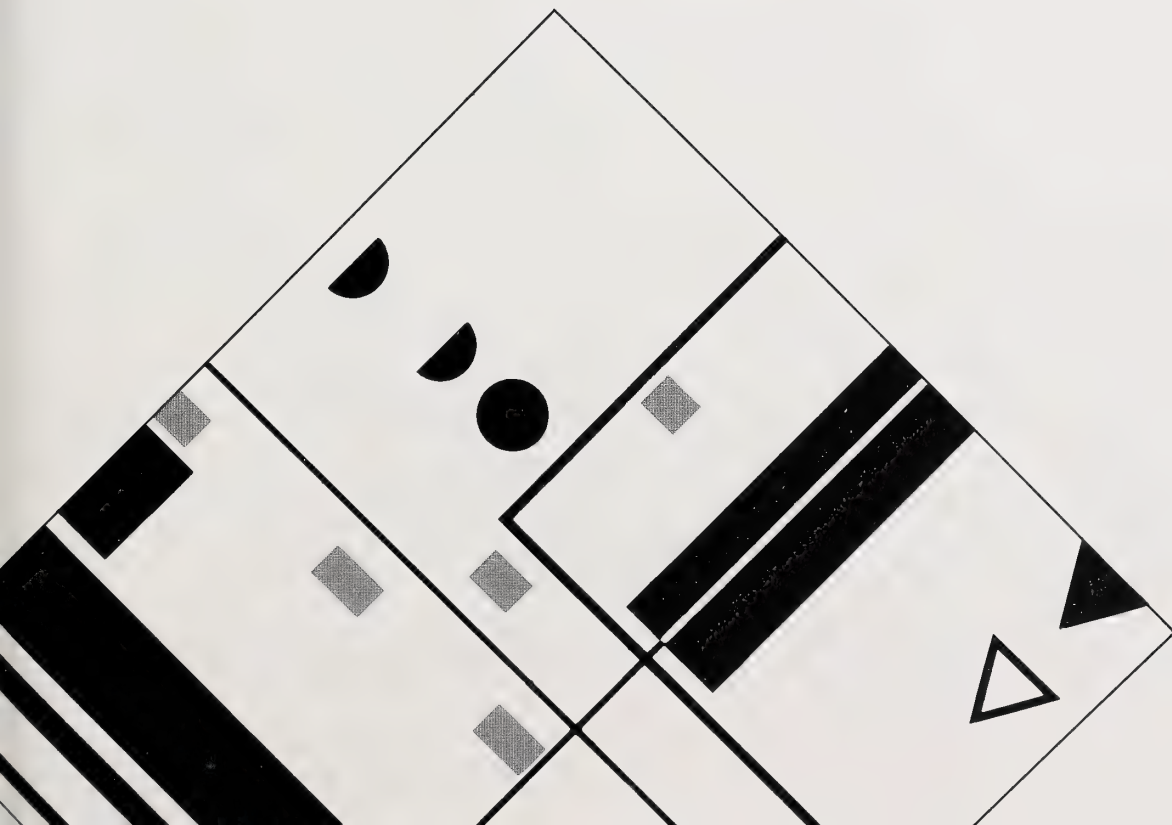
NOTE YELLOW COLOUR OF OVERLAY REPRESENTS THE YELLOW WARP THREADS THAT SHOW
IN THE BACKGROUND SEE WOVEN SAMPLE ON FOLLOWING PAGE

PROPOSAL B



8.

Insurance



Government commission contracts require the artist to carry specific insurance coverage. In recent years, private and corporate patrons have also begun to require the artist to carry insurance coverage on their commissions. Because this type of insurance is relatively new and involves only a small number of policies, there is little written reference material available. The information contained in this section is the product of an interview with an insurance agent who has dealt with commission artists for a number of years.

The insurance agent is a middleman who works for both the individual requiring insurance and the various insurance companies. Insurance agents have access to several insurance companies and can thus market the insurance policy for the best combination of reliable coverage and price.

The choice of an agent is very important to the artist in the commission process. Fine arts commission insurance is relatively new and thus more difficult to market. Many agents are not interested in commission insurance because it takes a large amount of time and results in a relatively low premium. A \$900.00 premium may seem like a lot of money to the artist, but to an agent dealing with commercial insurance, it is a very small amount. The best way to find agents who are interested in handling commission insurance may be to ask other artists the names of their agents and whether they are satisfied with their service.

Once an agent is chosen, the underwriting process can begin. The agent gathers information about the insured (artist), the commission, the patron, and any other related data needed to determine the exact type of insurance required and the risk involved. The more information the agent has about the artist and the commission, the better the job that can be done in writing and marketing the necessary insurance policy. The commission proposal and the commission contract can be invaluable aids to the agent. The agent also needs to know the location of the commission at all times, the type of studio and its location, the transportation methods and the installation procedures.

The artist can help the insurance agent do a better job by supplying a complete information package regarding the commission during the first interview.

After ascertaining the specific insurance required, the agent can contact the various insurance company underwriters and begin to market that policy. Insurance company underwriters need to be convinced that the artist is stable and businesslike "because to an underwriter who is used to books and paper shuffling, the artist is an airy-fairy thing that doesn't exist except on television or occasionally in the downtown mall... definitely not stable."⁽²⁾ The agent therefore has to assure the underwriter, by using the specific information supplied by the artist, that artist and commission are an insurable risk.

The agent receives several price quotes on the required commission insurance policy. The insurance market changes daily and the price quotes can vary from company to company for the same written coverage. The agent's job at this point is to acquire the best possible coverage for the artist. The lowest bid may not give the most reliable service. The artist must rely on the agent's judgment, based on years of experience in the industry, for the proper choice of insurance company. It is an old saying, but the artist really does get what he pays for.

The following are the types of insurance that the artist may be required to carry in the commission process:

- 1) All Risk Fine Arts
 - a) All Risk Fine Arts Floater
- 2) Comprehensive General Liability
 - (a) Public Liability/Bodily Injury
 - (b) Property Damage
 - (c) Employers' Liability
 - (d) Tenants Legal Liability
 - (e) Personal Liability
3. Studio, Contents and Tools
4. Life

(2) Interview conducted with insurance agent, 1982.

All risk fine arts

An All Risk Fine Arts policy, like other all risk policies, covers everything (all risks), except those risks which are specifically excluded in that policy. Some of the standard exclusions are: wear and tear, inherent vice (any defect in the article originally that causes the destruction of that piece), breakage, war, deterioration due to vermin or insects, and any stolen or illegally acquired goods. The standard all risk fine arts policy can be changed by specifically taking out any of the exclusions contained in that policy. A tapestry artist may wish to remove the "deterioration due to insect or vermin" exclusion, or a ceramicist may wish to remove the "breakage" exclusion. These exclusion deletions should be discussed before the agent markets the risk, as the policy cost can change with an exclusion's removal. However, they can be removed even after the policy has been written by talking to the agent and officially changing the policy.

All Risk Fine Arts Floater

The All Risk Fine Arts Floater (policy) covers the commission anywhere within North America and while the piece is in

transit between specific locations. (The transit component is the reason for the use of Floater in the specific name instead of Policy.) The artist is required to notify the agent of the specific transit arrangements to ensure the policy is in force. The All Risk Fine Arts Floater can also cover all models, drawings, or other art works relating to the commission, but does not cover the commission installation procedure as that requires liability coverage. An Installation Floater can, and should, be added to the All Risk Fine Arts Floater, and would be written for a specific time-period only. The artist is thus required to notify the agent before proceeding with installation, to make sure that the Installation Floater is in force. The All Risk Fine Arts Floater remains in effect until the artist no longer has an insurable interest in the commission and cancels the policy, or until the policy term is ended.

Comprehensive general liability policy

A Comprehensive General Liability Policy is also called a C.G.L. It covers bodily injury and property damage for which the artist can be held legally liable. Liability coverage basically deals with accidental negligence on the part of the insured (artist). Intentional malicious damage on the part of the insured is excluded from this coverage. Cases of negligence, or suspected negligence, generally result in a court action. When the insured is sued, the insurance company defends the insured, regardless of the outcome of the court action, because it is the

insurance company that will have to pay out if the case is lost. Any resultant settlement awarded by the courts will be paid by the insurance company, up to the limit of the policy.

Bodily Injury

Bodily Injury is included in the basic C.G.L. policy, which covers the public from harm due to the artist's accidental negligence in the course of the commission.

Property Damage

Property Damage is included in the basic C.G.L. policy, working much the same way as Bodily Injury. Note that the artist's property, or property that is the responsibility of the artist, is not covered by this type of policy.

Employers' Liability

There are two basic types of employers' responsibility or liability. The first type is called Contingent Employers' Liability and it can easily be added to the basic C.G.L. policy. It covers the artist with respect to his possible negligence of his employees' safety, e.g., an unsafe working area causing bodily injury to an employee. It is secondary to Workmen's Compensation, hence the name, Employers' Contingent Liability.

The second type of employers' liability is called Employees As Additional Named Insured. This is an extra coverage that can be included in the C.G.L. and would have to be added when required. In this coverage, not only the artist, but anyone the artist employs, is covered for liability. This coverage is only in respect to the operations and/or work done by the insured artist on the covered commission. The employees do

not have to be named specifically in the policy. Any employee working for the artist on the covered commission, and being paid by the artist, would automatically be covered as Additional Named Insured.

Tenants' Legal Liability

Tenants' Legal Liability is required as additional coverage to the basic C.G.L. when an artist is renting studio space to execute the commission. If the rented space is damaged due to the insured's negligence, then the insurance company will pay for such damage. The amount of insurance required is based on the square footage of the space that is rented and the building's construction.

Personal Liability

The artist who works in a studio space that is a part of his dwelling should notify his agent of the additional risk involved in conducting business on personal premises. This is considered a material change of risk as it increases the possibility of a claim. The additional specific coverage of the use of personal studio space is not very expensive and could be well worth the additional cost in the long run.

Contents and tool floater

The artist should also insure the contents of his studio. This coverage would insure the stock of materials, such as canvas, scrap metal, wool, etc. A tool floater should be added to the contents insurance. The artist is required to list and value all items over a

given worth, usually \$150.00, to be covered by the insurance policy. The insurance company would accept the inventory list that is required by the taxation department as part of the accrual accounting method.

Life insurance

Life insurance is now more frequently being required by the patron in the commission process. A simple term type life insurance policy in the amount of the total commission price is all that is generally required. The

patron is then named a beneficiary, or co-beneficiary, of that policy.

There are two methods of structuring claims on the artist's life insurance policy. In the first, the patron is named as sole

beneficiary to the life insurance policy. If the artist dies in the middle of the commission, the patron is then reimbursed for the total commission price (the amount of the life insurance policy). All work that has been completed, as well as supplies relating to the commission, become the property of the artist's estate or heirs according to the artist's will. By the second method, the patron and the artist's estate or heirs become co-beneficiaries of the life insurance policy

and the patron is paid back only the amount of money that has been advanced to the artist up to his death. Thus, while the remaining insurance is paid to the artist's estate or heirs, the partially completed commission and all related materials and supplies become the property of the patron. The question of claims should be discussed by the artist and the patron before a life insurance policy is acquired.

General comments

In some cases, the patron also wishes to be insured by inclusion on the C.G.L. policy. This is accomplished by adding the patron to the policy as an additional named insured with respect to any liability arising from the commission. This should be done when the artist is discussing the commission insurance with the agent.

No insurance policy will cover the artist's guarantee of the commissioned piece after the installation and the patron's acceptance. It is very important for the artist to realize that workmanship is automatically excluded from all policies, and thus is not covered by insurance anywhere in the commission process.

Insurance companies do not require progress documentation of the commission. In the case of loss, progress documentation given to the patron might be useful to substantiate an artist's claim. Generally, the All Risk Fine Arts Floater is written to cover the final purchase price of the commission. When a commission will require several years for completion, the artist might be well advised to increase the insurance to cover the resulting long-term increase in materials and labor costs.

Once the artist has received the insurance policy, it should be read immediately! Once

accepted and paid for, that policy and its contents are the artist's responsibility. Most agents realize that policies are written so that they are difficult to read and understand, and are continually taking courses to upgrade their understanding of those policies. Most are more than happy to sit down and explain a policy to the artist, but with or without the agent's help, the artist should read the policy immediately. All exclusions and additions should be checked to ensure that what was requested and required is actually contained in that policy. If there are any questions, areas the artist does not understand, or omissions in the policy, the artist should make a note of them, make an appointment with the agent, and go over those areas of concern. It is far better to discover an error or omission at the beginning of the commission process than in the later stages when a claim may be involved. Insurance policies can always be changed, even after they are written. The policy should cover all individual factors of the specific commission and if it does not fit these needs, then it should be changed or amended until it does. It is the artist's responsibility to read and understand fully everything contained in the commission insurance policy.

Patron's commission insurance

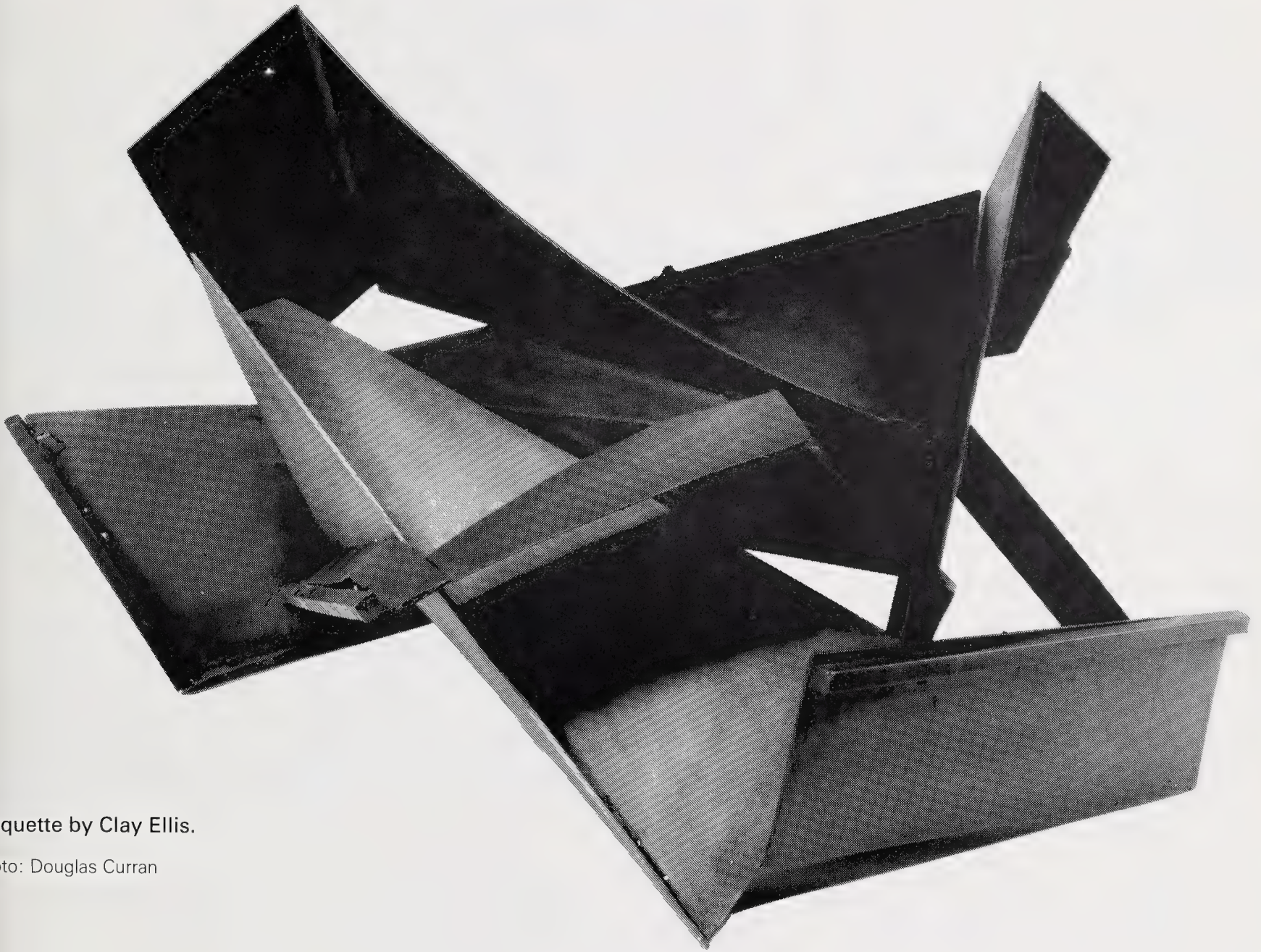
After accepting ownership of the commission, the patron is responsible for its insurance coverage. Usually the patron has some type of office contents and equipment insurance, but should not assume that the commission will automatically be covered with this type of insurance. The basic Fire and Extended Coverage with Malicious Damage policy does not give the necessary protection for art work. The patron should add an All Risk Fine Arts Floater to the normal business coverage specifically for the installed commission.

The valuation, or appraisal, of the commission is very important. The insurance company generally will insure the commission piece for the full price paid by the patron. When the commission requires several years for execution, then, in all probability, it will be worth more than the purchase price. It is therefore advisable for the patron to have a professional appraisal undertaken to establish the commission's

value upon installation. It is also advisable for the patron to have the commission reappraised at least every two years. The insurance company pays its claims only to the value of the insurance policy, not on the increased value of the piece. Commissions are major investments and should be protected with continually upgraded insurance coverage.

When an appraisal is done, the patron should request three copies. One copy may be kept in the patron's files, and the other two copies sent to the agent, who keeps one copy for his files and sends the other to the insurance company for their files. All parties concerned thus have copies of the appraisal documentation.

The most complete coverage for a commission is an All Risk Fine Arts Floater. All art work owned by the patron, not just the commission, can be included in this coverage.



Maquette by Clay Ellis.

photo: Douglas Curran

With Clay Ellis, artist

In the commission process, it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any problems to be overcome. How do you relate to being involved with another person in your creative process?

There are two different kinds of commissions. With the first, the patron has some control over the subject matter of the end product. When I was younger, I did several of those commissions. There were limitations that were imposed on the work before I started. I don't deal with that type of commission any more! In the second, the patron has seen your work. They've gone through your portfolio. The concern to them is having a piece of your work, and hopefully having a good piece of your work. The only limitations should be the location of the piece and possibly its size. I did a commission for an elementary school in Medicine Hat and the only limitation was that it had to be fixed to a wall. I like the idea of working in relief and I like to work in my studio. It was a good experience because it provided me with enough freedom. I was just shown the wall and was allowed to decide what the size would be, the materials to be used, how far it was to come off the wall; all those options were mine. It provided me with enough room so that I could work in the studio and do all of the modifications I wanted. It was a good commission. Again, with the Red Deer Symposium, there were very few limitations. I did have to provide a maquette for the committee, which was odd because there should be an open-ended approach to a symposium. The site was given to me and I was free to design and do my own work. There were five sculptors involved. We rented a warehouse and we all worked together for a month. It was a good experience.

Is it difficult for you to deal with the business or bureaucratic world?

You realize, in accepting a commission, that there are going to be certain limitations. So, if you produce a maquette, you provide yourself with as many possibilities for freedom as you can. I like the option to alter the piece. I therefore have to consider if the scale model provides me with enough room to move in the large finished piece. My first two commissions were exact blow-ups of the maquettes. That was trouble and produced two bad commissions. I can only justify them by saying that I was very young when I did them. But they are still there and they are going to be there for a very long time. I've become much more selective in my consideration of commission work. It has to be a situation where very few limitations are placed on me, where I am free to produce a good piece of work rather than produce a bad piece of work that may suit their needs. I should be hired for my expertise.

The patron's motivation may, or may not, be right in commissioning. That's not my concern. What's important is that they don't impose their ideas upon the artist. What's important is that

they give the opportunity for the artist to do the best work. I don't know what the motivation of the people organizing the Red Deer Symposim was, but it was a good event. The product of that motivation was positive! They provided the sculptors with enough money and sites to produce sculptures of that scale. They also provided a very creative working experience.

How do you find a balance between your own artistic growth and meeting the needs of the client?

I'm not as concerned about meeting their needs as I was. I feel that the patron's needs should be met in their choice of the artist. If I've been asked to produce a piece of sculpture, I should have the opportunity to do the best work that I possibly can. It is what I do. It is what I know.

What major differences can you see between your commission work and your personal studio work?

Scale. I don't normally work on that kind of scale. The piece in Red Deer was 9-1/2' x 14' x 10' and it weighed 8,300 pounds. The commission process also provides me with the opportunity to work with the materials that I want to work with. Because of a proper budget, I don't have to worry about bending this piece of material this way in order to have it work. I can get what I need. Those concerns are removed.

What changes occurred from the proposal to the actual finished piece and how do you deal with the problem of scale?

One of the concerns for me, in producing a maquette, was the acceptance by the committee. By this I mean, even though the committee may realize that there is going to be a scale change, a lot of the time they have a hard time seeing the maquette and then relating it to the full-scale sculpture. So I have to make the maquette more sculptural than it really should be. In a way, the maquette has to work on a small scale so as a result there are a lot of small bits that aren't going to be on the large piece. There is a great difference between a welding line on a piece that's 18" high and on one that is 9' high. On the larger one, from 5' away it isn't even noticeable. So the problem in designing the maquette is, "Am I going to produce a small sculpture that works, or am I going to produce a maquette for a large piece?" If I produce a small sculpture, then there have to be alterations when it is produced on the larger scale. In the end, what you are concerned about is having a good piece of sculpture, not a piece that is bigger than the small one.

Did you have any problems with estimating budget and/or time?

Originally, the Red Deer Symposium was going to provide us with studio space and materials and pay us an honorarium. It just didn't make sense. First of all, I can get a much better price on steel at the

company that I deal with regularly than they can on a one-time purchase basis. Apart from that, the company that I deal with will allow me to come in and supervise the cutting and bending of the steel. Also the symposium wanted to know the *exact* amount of materials needed. I can give an approximation...but what happens if I'm 5 welding rods short? Then do I have to go through the system again? What a waste of time and energy! We ended up having them split the total budget into five equal parts. Each sculptor used the money the way it worked for them. I mean, we all deal with that sort of business every day and so we were better able to handle it.

What advice would you give to other artists considering commissions?

It's really important for the artist to know what they want to do. If they want to produce commercial work, then do it...but do it well! I think the only thing you have to be sure of is what you want out of the commission and then make sure you get it.

What are some of the positive points for you about being involved in the commission process?

I think that having good art work available to the public is a very positive thing. That's why it is so important for the patron to give the artist the freedom to produce a good piece of work, rather than a piece that's cosmetic. The Red Deer Symposium gave just such an opportunity. The public reaction was of incredible outrage at the pieces. But 10 years from now, it might not be that way. A good example of this is when we moved into this studio. The people from next door would come through and break up laughing at the crazy sculptors and the work that they were doing. Over time, that has changed. They've maybe just developed a respect for us. But I think they've also developed an appreciation for some of the pieces. Not all of them, but they do have favourites, they can see differences! I think we have to dare to challenge and educate the public. I think we have to set precedents with our public art.

Do you have any comments about the commission process?

I think things have to change on a variety of levels. If you are in a position where you are going to be purchasing art, you should be purchasing good art because it is far more educational for the public. Apart from that, it can even be a good investment. The best approach is to have a selection committee made up of people with expertise in the art field. Their concern should be with the quality of the art, and not its style or whether or not it will fit a certain space. The concern should be, "Is this a good piece of work?" That's where the change has to take place. It's a hard thing to convince people because a lot of them look at abstract steel sculpture and think that they're being taken. If you have a committee who feels that way, obviously they're going to write off an incredible number of very good sculptors. It should be quality, not style or materials, that determines selection.



Sculpture by Clay Ellis for sculpture symposium, Red Deer, Alberta.

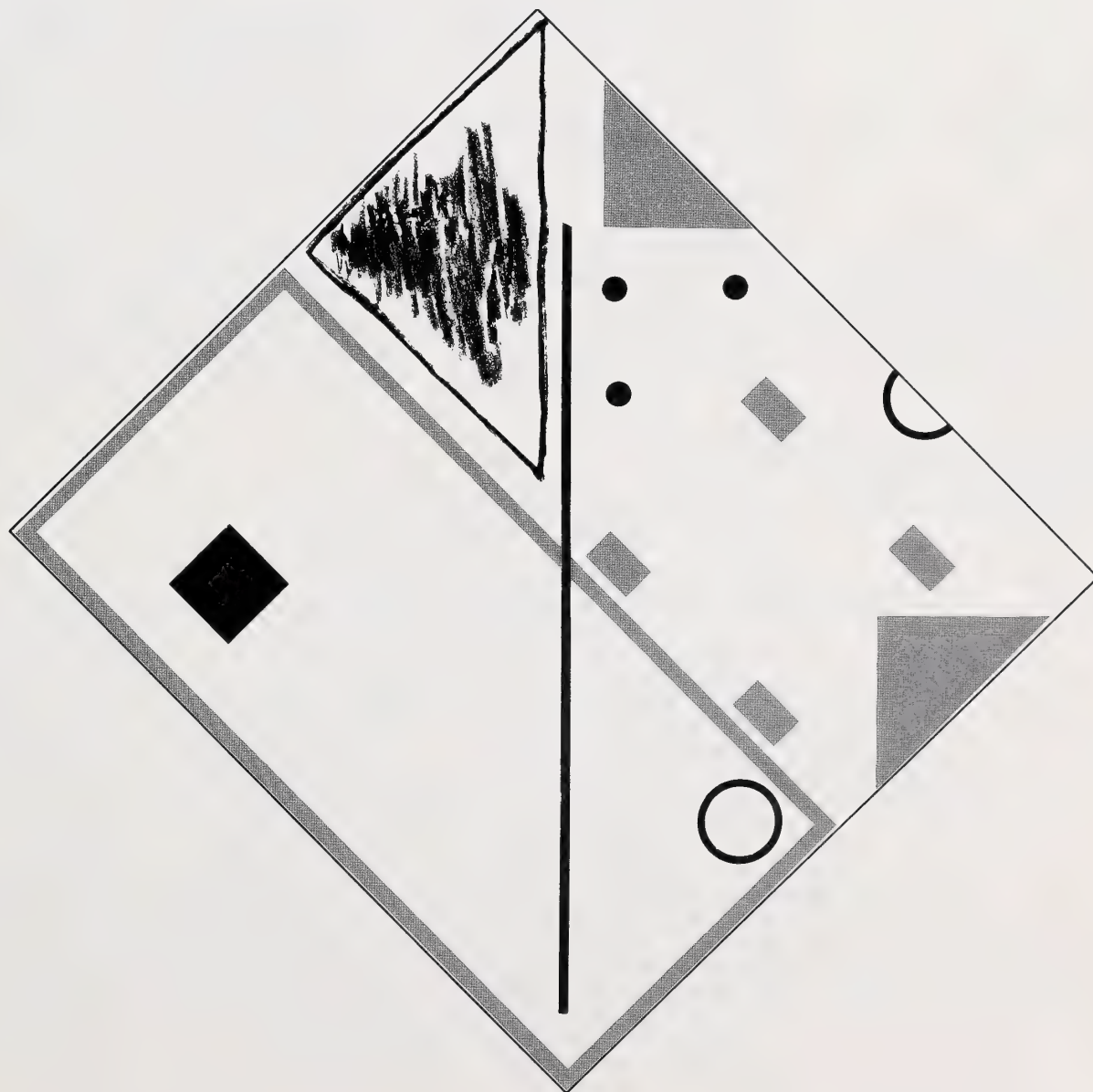
photo: Douglas Curran



9.

Taxation

As this publication goes to press in 1984, taxation of Canadian visual artists is under review. The information which follows should not be regarded as definitive. For all current regulations please consult your Revenue Canada district taxation office.



The Canadian Taxation Department classifies the practicing artist as a self-employed individual. This determines not

only how and when taxes are to be paid but also the accounting method used to calculate those taxes.

Installment payments

Revenue Canada Taxation booklet *Income Tax and Small Business* states: "You are required to make installment payments of income tax if you had a taxable income in the previous year and 1) tax was not deducted at source from at least $\frac{3}{4}$ of your net income and 2) your federal income tax exceeded \$400.00 in the current year and the immediately preceding year. Installment payments are due March 31, June 30, September 30, and December 31. Any shortage between installments paid and the total of actual tax and contributions payable is due when you file your income tax return on April 30 of the following year. Any overpayment is refunded at that time." (Further information on installment payments of taxes is contained in the publication *Installment Guide for Individuals*,

T7B form, available from any District Taxation Office.)

It should be noted that artists who are employed in another job making up $\frac{3}{4}$ of their income, and where deductions are made, do not have to file installment payments. Such artists, however, are still classified as self-employed individuals while practicing their own art. They are thus required to follow all other regulations and guidelines in respect of the portion of income earned while practicing as artists.

Totally self-employed artists should be as accurate as possible when calculating their installment payments. The artists may be required to pay interest on the amount of tax and contribution payments owing when final calculation is made at year end.

Accounting method

Artists, as self-employed individuals, are required to use the Accrual Accounting method for their income tax purposes. With this method, income is reported in the year in which it is earned, regardless of when payment is received. Allowable expenses are deductible in the year incurred, whether they are paid or not.

Special types of accounting methods are acceptable in business practice where someone other than the contractor has title to the work and materials once the work is installed. Depending on the individual commission contract structure, these special accounting methods could apply. When the commission contract includes progress payments, the artist might include the

progress payments received as income, and not the total commission price. Or, in other cases, no payments might have to be reported as income until the project is completed. All materials could still be treated as inventory and thus deducted as expenses for the year incurred. More specific information on this method of accounting is contained in the Interpretation Bulletin IT 92R *Income of Contractors*, which can be obtained from any District Taxation Office. It is advisable for the commission artist to become familiar with all regulations and accounting methods since the commission contract structure regarding artist's payment can affect the artist's taxation liability.

Gross income

Gross income is the total income earned before deduction of expenses. Gross income includes any income received or earned, regardless of its source, whether in cash, property, or even services. Any money which is credited to, or set aside for, the artist (even though not actually in the artist's possession) must be included under gross income as long as the artist has control over such money. The taxation department specifies that, to constitute receipt and control of such monies, the amount must be available to the artist without any substantial limitations or restrictions as to the time, or manner of payment, or condition upon which payment is made. This is one reason why progress payments, and not the total commission contract amount, might be subject to taxation for a specific year even

though the Accrual Accounting method requires income to be reported in the year in which it is earned and regardless of when payment is received. Progress payments are contingent upon specific conditions, i.e., the progress of the commission to a specified point. The taxation liability thus is dependent upon the wording of, and conditions for, the progress payments, as set out in the commission contract.

Other areas in which the definition of gross income can affect taxation liabilities concern certain types of RRSPs and Income Averaging Annuities Contracts. These allow the artist to shelter a portion of large commission earnings from taxation in one single year, and spread it out, or defer payment, so that it can be taxed in future, at a lesser rate.

Net Income

Net income is gross income with all the artist's allowable expenses deducted. The Net Income can only be calculated properly with the assistance of clear, accurate,

up-to-date records, and these can also help to substantiate deductions and support claims in the event of a Revenue Canada Taxation Department audit.

Material costs

Material costs for producing goods to be sold is an allowable deduction from gross income. To determine material costs, it is necessary to make a complete inventory list of all materials on hand at the end of the year. The value of the year-end inventory is subtracted from the material costs for that year and the resulting figure is the actual material cost allowance as a deduction. Tools with the purchase value of under \$200.00 can be included in such materials inventory and expenses. There are three generally

accepted methods used to determine inventory value:

- 1) Valuation at either cost or fair market value, whichever is lower, for the individual items at year's end;
- (2) Valuation of entire inventory at cost at the year's end;
- (3) Valuation of entire inventory at fair market value at year's end.

Once an inventory valuation method has been adopted, it should be used from one year to the next.

Business and Operating Expenses

Business expenses are deductible as long as they are incurred for the sole purpose of producing income. Purchases, inventories, and operating expenses must be substantiated by vouchers, invoices, receipts, inventory count sheets, contracts, cancelled cheques, or other supporting documents.

When a specific section of the artist's residence is set aside solely for studio space, the artist may deduct the operating

expenses for that space as a business expense. These studio operating expenses are calculated as follows: the total house operating expense and the percentage of the total space of area used for business are determined (either by the use of square footage or by number of rooms) and these figures are used to arrive at the percentage of total operating expenses to be allowed as deductible business expense.

Capital cost allowance (depreciation)

The cost of equipment with a value of over \$200.00, and of buildings used in a business for earning income cannot be charged as an operating or business expense. These assets are expected to have a useful life of some years. As a result, a yearly deduction relative to their cost, called capital cost allowance or depreciation, is permitted for income tax purposes.

The annual allowable deduction for various classes of assets is calculated on the basis of rates which are established by law. These rates can be obtained from the District Taxation Office.

When a capital asset is used for both business and personal use, the capital allowance may be claimed on the portion used for business purposes. This can apply to both an automobile and a home/studio. However, it must be cautioned that when a home is used for business purposes and capital allowance is claimed, it will affect the tax exempt status of the home as a principal residence. Capital gains will then be payable on the portion of the residence used for business.

Balance sheet

The self-employed artist using the Accrual Accounting method is required to file a balance sheet along with his/her income tax return. This sheet basically reflects all the

artist's assets and liabilities. (A form can be obtained from the District Taxation Office). Clear, accurate, and up-to-date records are essential for completing a balance sheet.

Record keeping and bookkeeping

The CARFAC booklet *Taxation Information for Canadian Visual Artists* (2nd ed., 1980) includes a check list for general bookkeeping practices. It is advisable for the artist to adhere strictly to the following rules:

- 1) Keep all receipts, invoices, bills, etc. Preferably, obtain written receipts; if these cannot be obtained, keep a diary with details of purchases, dates, amounts, etc.

- 2) Use a chequing account for all payments.
- 3) Deposit all money from sales into chequing account.
- 4) Use credit cards, if possible. Record details of expenses on the reverse side of the credit slip.
- 5) Purchase a book in which to record sales, cash, and expenses, and record all items in chronological order.
- 6) Keep a separate file-folder for each supplier as back-up information for yourself and government auditors.
- 7) Keep sales invoices in a separate folder by month or year (depending on the quantity).
- 8) Take regular inventory (especially at year's end).
- 9) Consult a qualified accountant if you are in doubt about keeping your own records or filing a tax return.

Income tax protection for large increases in earnings

The commission process produces a difficult situation for the artist as the resulting income taxes can be very uneven from year to year. Often, the artist may have a low income for several years and then, as a result of a commission, a very high income for a particular year. Income tax is progressive, meaning that the taxation percentage increases as the income increases. It is therefore advisable to spread a large income increase over several years so that the taxation percentage rate can be lowered. Artists have three basic methods for spreading large income increases over several years or deferring the commission payment until they are earning less income. These methods are: General Income Averaging, Income Averaging Annuity Contracts, and Registered Retirement Savings Plans, and all have been affected by the latest federal government budgets. Many of the regulations regarding these plans are still under review.

General Income Averaging

Revisions to the General Income Averaging policy are still being debated. District taxation offices are the best source of information about current regulations.

Income Averaging Annuity Contracts

Income Averaging Annuity Contracts spread out a set amount of income over 5, 10, or 15 years. When an artist purchases an Income Averaging Annuity Contract, the

money used to purchase the contract is not considered by the taxation department to be in the possession or control of the artist, and is therefore not taxed until the artist regains possession and control of such money. The contract sets up a pre-determined payment schedule, usually on a monthly basis. The income from these contracted payments is then taxable according to the percentage rate for the total income of the artist for that year.

Income Averaging Annuity Contracts are available from life insurance companies and trust companies who should have detailed information about the amount currently allowable for their purchase.

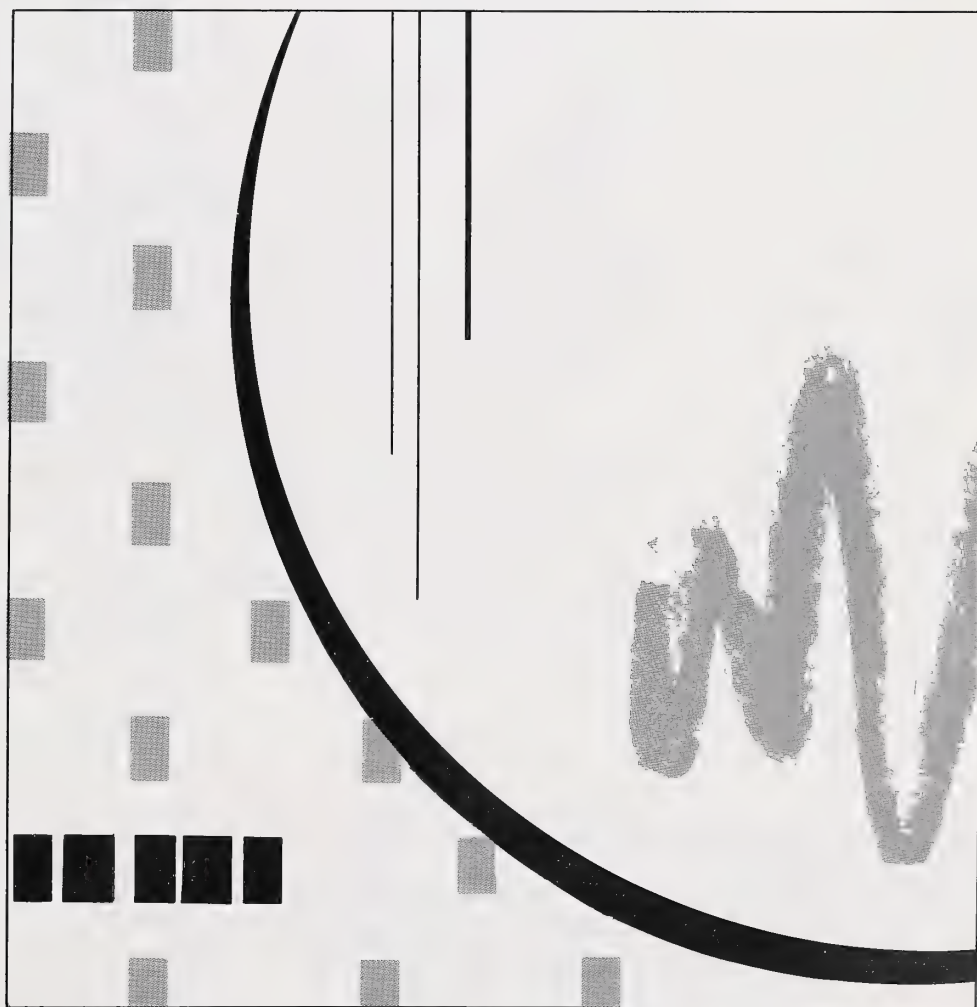
Registered Retirement Savings Plans

With a Registered Retirement Savings Plan, the artist pays no income tax on the money included in the plan or on money the savings earn while in the plan. All taxes are deferred until the artist receives the registered savings income.

There are three basic types of Registered Retirement Savings Plans: Life Insurance, Annuities, and Equities. Some of these plans lock in the money for a specific length of time, others are open in term. The choice of plan depends upon individual needs. These plans too can be affected by each new Federal budget. Information on regulation changes regarding such plans is available at insurance companies, trust companies or banks where these plans are sold.

10.

Copyright



Canadian treaties and copyright

Copyright laws are a federal responsibility. Unfortunately, there is no single international copyright law. In Canada, our copyright laws and their protection are determined by two different international treaties: the Berne Convention and the Universal Copyright Convention. Canadians are protected in copyright issues in any country that has signed either or both and there are different requirements and protection under each of these conventions.

The Berne Convention provides copyright protection automatically upon creation of an artistic work. Thus, no formalities are necessary for copyright protection within any of the signing countries. Some of the countries that are signatories of the Berne Convention are: Belgium, Britain, Canada, Denmark, Germany, Italy, Japan, Norway, Spain, Sweden, and Switzerland.

In Canada, the artist may choose to apply for a voluntary registration of a copyright. The booklet *Copyright: Questions and Answers*, published by the Consumer and Corporate Affairs Department of Canada, explains:

"Upon registration, a certificate is issued providing evidence that the copyright exists in the work and that the person registered is the copyright owner. This certificate can be used in a court to establish (copyright) ownership."

To register a copyright in Canada, a copyright application form is sent, along with a fee, to The Commissioner of Patents of The Copyright Office, in Ottawa-Hull.

The United States is not a signatory of the Berne Convention but is regulated in its copyright laws by the Universal Copyright Convention, which Canada signed in 1962. This convention basically requires each signing nation to give the works of the other signing nations copyright protection equally with domestic work. This protection is not automatic upon the creation of the artistic work as it is with the Berne Convention. To qualify for protection under the Universal Copyright Convention, a Notice of Copyright must be placed on the artistic work containing the following three items:

- 1) The standard copyright symbol c.
- 2) The year the piece was created.
- 3) The name of the copyright owner.

Once the Notice of Copyright is placed on the work, it is given protection under the Universal Copyright Convention. However, to be protected completely in the United States, the copyright owner must also register the copyright with the copyright office in Washington, D.C. This is especially important if legal action is ever contemplated.

The Canadian copyright act

The following is an excerpt from the Canadian Copyright Act, definition and interpretations section:

"2. 'Artistic Work' — Artistic work includes works of painting, drawing, sculpture and artistic craftsmanship, and architectural works of art and engravings and photographs.

'Works of Sculpture' — Works of sculpture include the casts and models.

'Work' — Work indicates the title thereof when such title is original and distinctive.

3. (1) For the purposes of this act, 'Copyright' means the sole right to produce or reproduce the work or any substantial part thereof in any material form whatever, to perform, or in the case of lecture, to deliver, the work or any substantial part thereof in public; if the work is unpublished, to publish the work or any substantial part thereof, and

includes sole right

- a) to produce, reproduce, perform or publish any translation of the work;
- b) in the case of a dramatic work, to convert it into a novel or other nondramatic work;
- c) in the case of a novel or other nondramatic work, or of an artistic work, by way of performance in public or otherwise;
- d) in the case of a literary, dramatic, or musical work, to make any record, perforated roll, cinematograph film, or other contrivance by means of which the work may be mechanically performed or delivered;
- e) in the case of any literary, dramatic, musical, or artistic work, to reproduce, adapt, and publically present such work by cinematograph, if the author has given such work an original character; but if such original character is absent the cinematographic production shall be protected as a photograph;
- f) in the case of any literary, dramatic, musical, or artistic work, to communicate such work by radio communication; and to authorize any such acts as aforesaid.

3. (2) For the purpose of this Act, 'publication', in relation to any work means the issue of copies of the work to the public and does not include the performance in public of a lecture, the exhibition in public of artistic work, or the construction of an architectural work of art, but for the purpose of this provision, the issue of photographs and engravings of works of sculpture and architectural works of art shall not be deemed to be publication of such work."

This very elaborate definition basically states that the copyright ownership gives a monopoly right to make multiple copies of, or from, the original work in any form. Since the artist has usually only a one-time opportunity for the sale of each artistic work, protection of the reproduction rights to that piece can become a basic economic

consideration in the copyright issue. Clear determination of the copyright ownership is therefore an extremely important matter.

The following excerpt from the Canadian Copyright Act concerns the copyright ownership:

"12. (1) Subject to the provisions of this act, the author of the work shall be the first owner of the copyright therein."

This sounds like a very straightforward statement that would lead the artist to assume that he automatically owns the copyright of any work produced.

Unfortunately, there are several following sections that make the copyright ownership in the commission situation extremely unclear.

"12. (2) Where, in the case of an engraving, photograph, or portrait, the plate or other original was ordered by some other person and was made for valuable consideration in pursuance of that order, then in the absence of any agreement to the contrary, the person by whom such plate or other original was ordered shall be the first owner of the copyright.

12. (3) Where the author was in the employment of some other person under a contract of service or apprenticeship and the work was made in the course of his employment by that person, the person by whom the author was employed shall, in the absence of any agreement to the contrary, be the first owner of the copyright; but where the work is an article or other contribution to a newspaper, magazine, or similar periodical, there shall, in the absence of any agreement to the contrary, be deemed to be reserved to the author a right to restrain the publication of the work, otherwise as part of a newspaper, magazine, or similar periodical."

The fact of being employed, or commissioned, during the creation of the artwork can affect the copyright ownership of the resulting piece. Confusion over copyright ownership in the commission situation seems to originate from the

difference between a "contract of services" and a "contract for services".

A "contract of services" usually indicates a major amount of employer control and/or input. Note that the act states "a contract of service or apprenticeship". This control or input can be in the form of very specific directions regarding an involved work process, execution of the piece on the employer's premises and/or with the employer's tools and materials, as well as explicit employer control over the end-product. In the "contract of services" the copyright belongs to the employer.

A "contract for services" usually indicates a major amount of artist control and/or input. In this case, the artist is working much like an independent contractor. The artist is working in an individual style and manner in his own studio, with direct control over the end-product. The artist's work is thus independent of the employer and the employer's usual business functions. In the "contract for services", the copyright belongs to the artist.

This fine point indicates just how unclear the issue of copyright ownership can become in the commission situation. To date, there has been no court case in Canada dealing with this issue, and thus no legal decision that might help to clarify the point. It seems that, for now, copyright ownership is determined by the specific wording of each commission contract. If either party involved in the process wishes to own the commissioned piece's copyright definitely, it is advisable to include a contract clause defining such ownership.

There is one more situation set out in the Copyright Act in which the artist does not automatically have copyright ownership, and this is as regards the Crown (federal or provincial governments, as well as their departments or agencies). The Copyright Act states that when a work is executed for the Crown, the Crown automatically owns the copyright as well as the work commissioned. This very strong statement of copyright ownership can be changed by the individual contract between the Crown and the artist.

It is doubtful that the Crown would relinquish ownership, but it might agree to assign some specific rights to the artist when requested.

The section of the Copyright Act regarding the copyright term states:

"5. The term for which copyright shall subsist shall, except otherwise expressly provided by this act, be the life of the author (artist) and a period of fifty years after his death."

When a copyright is owned by a corporation or an institution, the term of the copyright is still the length of the artist's life plus fifty years. This is because copyright ownership eventually terminates and the work then becomes public domain. Corporations and institutions presumably do not die and thus the copyright term must remain tied to the artist's own lifespan.

There are a few other interesting points regarding the copyright term. If an artist bequeaths a work to an individual or an institution, then, unless otherwise stated, the copyright remains with the artist's estate or heirs. This fact could have possible implications for all models, proposals, or working drawings relating to the commission, as well as to the commissioned work itself. It also should be noted that when the artist himself assigns copyright to another individual or an institution, the assignment lasts for the artist's lifetime and for 25 years after the artist's death. At that point, the copyright automatically reverts to the artist's estate or heirs for a remaining 25 years. This can be changed only by directing otherwise in the artist's will.

Copyright ownership means very little unless the owner is aware of the rights or infringements of the copyright. The infringement section of the Copyright Act states:

"17. (1) Copyright in a work shall be deemed to be infringed by any person who, without consent of the owner of the copyright, does anything that, by this act, only the owner of the copyright has the right to do.

17. (2) The following acts do NOT constitute an infringement of copyright:
- a) Any fair dealing with any work for the purpose of private study, research, criticism, review, or newspaper summary;
 - b) Where the author of an artistic work is not the owner of the copyright therein, the use by the author of any mould, cast, sketch, plan, model, or study made by him for the purpose of that work, if he does not thereby repeat or imitate the main design of that work;
 - c) The making or publishing of paintings, drawings, engravings, or photographs of a work of sculpture or artistic craftsmanship, if permanently situated in a public place or building, or the making or publishing of paintings, drawings, engravings, or photographs that are not in the nature of architectural drawings or plans, of any architectural work of art."

This section, like many other sections of the Copyright Act, leaves many points unclear when dealing with the commission situation. In paragraph 2 (a) the definition of Fair Dealing seems to be an individual matter dependent upon the specific facts in each case. 2 (b) leads one to believe that even if the patron owns the commission copyright, the artist retains the copyright to all maquettes, proposals, notes or other material related to the production of the commission. The artist cannot use these to reproduce the commission, but they themselves have a great value, especially if their copyright remains with the artist. And finally, 2 (c) excludes copyright protection to any work permanently situated in a public place or building. There is a question as to whether this also applies to work permanently situated in public areas of private buildings and exactly what constitutes permanent placement. This last section of the Copyright Act could render the whole copyright question with regards to the commission situation merely an academic exercise.

In his CARFAC publication *Copyright for the Canadian Visual Artist* (c. 1978), Paul Walsh states:

"To constitute infringement, three elements must be present:

- 1) Sufficient similarity for the offending copy to be described, not necessarily as identical with, but as a reproduction or adaptation of the original;
- 2) The copyrighted work must be the source from which the infringing work is derived;
- 3) The copying must be substantial.

The word "substantial" refers not to the number of copies, as the making of one copy is sufficient to constitute infringement, but to the portion of the work which is copied."

The owner of a copyright that has been infringed upon can seek either civil or criminal action. An injunction to halt an infringement action can be issued. But, if the infringement case is lost, the copyright owner is then liable to the other party for damages caused by the injunction. In civil action, damages may be awarded to the copyright owner. In criminal prosecution, this is not the case. Criminal prosecutions, however, can include fines, imprisonment and possible confiscation of the offending goods.

Copyright infringement must be acted upon within a time-limit of three years after the infringement. After this time-limit, the copyright owner loses the right to such protection. There have been very few copyright cases to reach the Canadian courts. With the present Canadian Copyright Act their outcome would be difficult to pre-determine.

Peter Weinrich, in an article regarding copyright in the Spring, 1981, issue of *Artisan*, says:

"Even though the craftsman (artist) may have assigned the copyright to someone else, the Berne Convention confers a 'Moral Right' on the craftsman (artist) to prevent any mutilation or modification of the work that would be prejudicial in a professional

sense, i.e., by bringing the craftsman (artist) into ridicule or contempt. However, it is important to note that 'Moral Right' probably does not prevent the owner of the work from destroying it completely. This issue has never been tested in Canada, but in some other countries destruction has been permitted while contemptuous mutilation has not."

The 'Moral Right' is very important in the commission situation as it could have implications when dealing with the care and maintenance, or the relocation, of the commissioned piece. The latter could be relevant if the piece were changed or altered significantly to fit the new location without the artist's knowledge.

There are many areas of the Canadian Copyright Act that are unclear when related to the commission situation. At this point, a new, or possibly revised, Copyright Act is in the planning stages. Regardless of what the future changes may be, the best protection for those involved in the process is to include a copyright ownership section in the commission contract. This section could deal clearly with not only the copyright ownership, but with the resulting rights. The Canadian Copyright Act leaves far too many issues unresolved to rely on it alone to define or resolve the copyright issues related to commissioned art work.



Painted stairwell by Alex Janvier
for County of Strathcona Building,
Sherwood Park, Alberta.

photo: James Dow
courtesy of Peter Hemingway Architect Ltd

With Alex Janvier, artist

In the commission process, it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any special problems to be overcome. How do you relate to being involved with another person in your creative process?

The patron has usually been an agency or person who just wants to do something about a wall. From the beginning to the finish, the artist knows where he's at. Even before the discussions start, he is in the process of doing something on his own. The artist ends up having to clue the patron in. So, the artist goes through the pain of sitting through long hours of meetings where "professional discussions" take place. These could be very easily done away with, but they are part of the mental conditioning that seems to take place.

The patron tends to hide those special problems. It may look like a straight away job, but usually there is a problem that connects with somebody else's idea of what the mural should be. The artist knows where he stands with his work and he is very resilient. The patron can't understand when, because of interference, the artist decides that the commission isn't worth doing. The patron feels the artist should give in, but that doesn't happen. So the whole process of meetings begins again and more time is wasted.

The wording "creative process" doesn't come in at all because there's nothing creative that takes place at that level except that you are talking about creative process. If an architect is involved, he will have some ideas of what the art can do because, historically, architecture was born out of art. The relationship can be absolutely terrible, or it can be one that gives help. The architect can help the artist get his ideas across to the patron.

Is it difficult for you to deal with the business or bureaucratic world?

As long as the artist and the business people understand that it's absolutely business and the artist is respected, then it's OK. But, when you get into this what they call "wild and woolly thinking" of the artist versus their dollars and cents, things get confused. It can be a very bad situation because it breaks down into semantics. The business world infringes on the artist when they want all the exclusive rights to the work. That's when the business end becomes so difficult that it has to be placed in the hands of a lawyer who really understands the art scene and can protect the artist's interests.

One of the hardest things about bureaucrats is that they aren't like business people. Business people will tell you exactly what they think of your work. But the bureaucrat is so polite that you don't even know when they've said NO to you. Also, bureaucrats will change directions in mid-stream. It makes it all the more difficult for the artist. Bureaucracies are not really compatible with creative work, but they do hand out some fairly good commissions. The only problem is that those commissions happen to be in the strangest areas. They are usually in the least spectacular spot in the building!

How do you find a balance between your own artistic growth and meeting the needs or requirements of the patron?

I am an artist and I have to be a free man no matter what part of the commission process I am dealing with. The patron may have ulterior motives in commissioning the artist. But, the artist has a responsibility to the public who are going to see that work. So, in the end, the artist has to remain honest with himself and with the viewing public.

What major differences can you see between your commission work and your personal studio work?

The work I do in the studio satisfies me or some of my family or close friends. The commission work, such as murals, has to satisfy a democratic population made up of all types. My work is strong enough to show up as my work whether it is a painting or a mural. Different working circumstances also make changes. Working in my studio is different than working on a job site. The surroundings and the lighting are very different.

How do you relate to the necessity of doing a proposal and then having to carry it through, and what changes occur in that process?

I make the proposal only to satisfy the client. I have never honestly been able to follow a proposal because when you have a large space and correlate it to your small drawing, there's a massive difference. If you want to get feeling on the wall, make it come alive, you can only do that on the wall. If you want to make it a dead wall, just follow your original proposal exactly. In the end, you have to be your own man and do it the way you feel.

How do you deal with the problem of scale?

I have never become conscientiously responsible for scale for its own sake because I don't believe you can deal in terms of square footage. I deal with the overall arrangement, the total impact. I completely explore what is happening in that mural. Every human being that lays his eyes on that mural has only 4 seconds to turn down or appreciate that mural. He may look at it for hours, but the first 4 seconds is the only really alive impact time. That's why I don't concern myself with scale.

What types of information are necessary in a proposal?

Enough information so that the client can put a finger on it. They like to know something about time. You have to give them a colour rendition and talk about the impact and size of the piece. To be realistic about it, you have to rattle off these things to satisfy the client. It's just a part of the process.

Do you have problems with estimating budget and/or time?

I do always have a problem with estimating budget. The time between the start and finish of a project can be two, or even three years. Because of the rate of inflation and spiralling costs, you almost have to give a fictitious or anticipated price just to be on the safe

side. Lately, I've been kind of wrong because inflation is travelling faster than the eye can follow.

As far as time, it can be pretty well met by the artist except that there is all kinds of interference from government, regulations, policies, and so on. Also people come to see the work and all of a sudden some guy's got some new angle for the piece. All the middle men and committees slow the process down as well.

How do you deal with the length of time required to do the commission and still keep up your creative momentum and involvement?

What I usually do is get the greatest overall feeling, the majority of the work down first. Then I start isolating different areas and work on them. Then I leave that area alone, get the hell out of there, and move to another area, and then a third. Then I go back and I keep rotating all the time. It carries out a constant flow maintaining the creative process. In fact, I'm more creative in the last few days because it builds to a high pitch, a crescendo of this whole thing coming off!

What advice would you give to artists who are considering commissions?

They should be involved in the planning stages of the building. The piece should relate to the building, not be like a lost orphan. The government is totally heartless when it comes to things like that. Not because they're not capable, but because they don't listen to the artist. They come up with all sorts of legal regulations for an excuse. A good architect will cut through things like that because he's able to deal with them on their level. With most artists, that's not possible. Some of us may be street fighters, but we're not board room fighters yet.

What are some of the positive points about being involved in the commission process?

You reach a greater number of people through a democratic distribution of your work and that's very positive. Also, you don't always have to do the same thing over and over and become a narrow-minded artist. The artist has a wide, wide spectrum or scope. The opportunity to do other things is always positive and to go on to other mediums is exciting!

Do you have any personal comments about the commission process?

I certainly have! Up to now, the selection committees are all from one sector of society. The committees are pre-selected to pre-determine the art selection to reinforce the taste buds and mores of that sector of society. It's a very undemocratic process. It is the committee that answers to the bureaucracy, and the bureaucracy hides behind the committee, all in the name of protecting the greater interest of the public. This process does little to protect the artist, much less permit him to do his best creative work. It's a very

inhibiting process and there's not much room for creative freedom. The government wants to beautify their buildings and generate something of beauty for its people, but their methods make it impossible. The artist has always been the forerunner of society. The government's increasing regulations and policies may change the artists into the followers of things that have gone. It is a very sad reflection of our society.



Painted stairwell by Alex Janvier
for County of Strathcona Building,
Sherwood Park, Alberta.

photo: James Dow
courtesy of Peter Hemingway Architect Ltd.



11.

Conservation



From the moment of the creation of a work of art, deterioration sets in. The most important factors in art work conservation are preventative attitudes and measures. Many types of deterioration cannot be reversed; however, the process can be slowed down, adding years to a commissioned piece's life-span.

The first step of preventative conservation takes place during the actual creation of the art work. Art works of the last fifty years have been decreasing in longevity and the two main reasons for this lie in workmanship and the materials used. In previous times, the artist and the craftsman were one; the artist rarely valued the concept of aesthetics over that of craftsmanship. An extensive knowledge and concern for techniques and materials rarely acted to constrain the creative process, and often it ensured the resulting work's durability. Today's artists must concern themselves, not only with the creation of the work, but with the processes and materials that will contribute to its "permanence".

The rapid discovery of new materials, and especially the incorporation of industrial-grade materials into art work, has contributed to its decreased stability. Many modern artists labour under the misapprehension that industrial materials are far superior to traditional artist's

materials. While this may be true in some cases; generally, these materials are designed for a relatively short survival time, with industry expecting to renew or replace them regularly. When they are used for art work, the results will be equally short-lived.

The artist must also be aware that, with time, certain materials react with other materials and can cause decay or damage. This is especially true with the wide-spread use of mixed media in today's art market. Metal sections in contact with fibre or paper can cause deterioration as the metal begins corroding. Certain glues used in fibre boards or lamination processes begin to leech out and can affect materials in direct contact. All materials used should be acid-free, or coated so that they cannot contaminate any surrounding materials.

The artist is the first factor in preventative conservation and must have a full awareness and understanding of all techniques and materials to be used in a commission, their resulting specifications, and their possible interactions. The artist must also design the piece so that it meets all the requirements of the individual commission site. The artist is the only person who can ensure a high quality in the commissioned art's workmanship and materials. With the proper knowledge and care, longevity can be greatly increased.

Interior commission sites

The proper choice and preparation of the commission site is the second factor in the preventative approach to commission conservation. The environment of the finished commission has a great effect on its preservation or deterioration. Such factors as air quality, temperature, humidity, and light sources all affect art work.

Air conditioning does not just deal with the summer cooling of a building. Complete air conditioning includes all conditions of the air such as ventilation, temperature and humidity control, and air pollutant filtration.

Since the air conditioning system is generally designed along with the building, there are certain factors that should be considered in the planning stages of a building with the inclusion of a major commission.

Air Quality

Solid air pollutants can include dust, dirt, soot, lint, and pollen suspended in the air and these can be abrasive in nature. They can break down or cut fibres in fabric works, and dusting them off highly polished surfaces

can cause scratches. Varnished surfaces attract and hold dust and soot. To protect art work from such pollutants, the work should be kept out of the proximity of heating or air circulation vents or ducts. Since large amounts of air are forced through these small spaces, the solid air pollutants can concentrate in their vicinity. Frequent vacuuming (with air suction only) near but not on the pieces can help to remove such particles. Often, dusting, or any contact with the surface, can do more harm than good, grinding these particles in instead of lifting them off the surface of the work.

Gaseous air pollutants are becoming far more destructive than solid air pollutants. The general public is less likely to be aware of them since there is little tangible evidence of their existence other than the eventual breakdown of interacting substances. Gasoline exhaust and effluents from industry are increasing. Sulfuric gases interact with, and cause decay of, certain metals, papers, fabrics, and other organic materials. Compounds of nitrogen, as well as chlorides, also have been proven to cause deterioration. Activated charcoal banks have been shown to be effective in absorbing a large amount of such gaseous pollutants, and the addition of a precipitator to remove the solid air pollutants can greatly increase the longevity of commissioned art work by improving the building's air quality.

Temperature

Chemical and physical interactions that cause the destruction of art work increase with rising temperature. A building's temperature must take into account both human comfort and the welfare of art works. A good compromise on optimum temperature for both is 68 degrees Fahrenheit. This temperature will also save money in the building's operating expenses by lowering its heating costs.

Temperature changes, especially when sudden, can also be harmful to most art work. High temperatures can cause expansion of materials and low temperatures can cause contraction. As not all materials expand or

contract at the same rate, wide and rapid temperature changes can cause unequal expansion and contraction within the same piece, resulting in a great deal of stress. Art work should never be placed in close proximity to heating or cooling vents where temperature variations can be extreme.

Humidity

Many art materials are classified as hygroscopic, meaning they have an affinity for water. The moisture content of these materials continuously seeks an equilibrium with the relative humidity (RH) of its environment. This can cause increasing damage as high humidity causes these materials to swell and low humidity causes these materials to contract. This is also tied to the expansion and contraction caused by rapid temperature changes. Hygroscopic materials include all forms of cellulose (i.e., wood, paper, cotton, linen) and all animal tissues or their derivatives (i.e., leather, parchment, silk, glue, bone, and ivory).

The range of relative humidity in uncontrolled buildings can be as high as 55 percent, as humidity can jump to 70 percent in the summer and drop to 10 or 15 percent in the winter. This wide range can cause loosening of joints and shearing stresses between different materials that expand and contract at different rates in the same piece of art. Humidity control should strive to reduce the humidity variation to 20 percent. This percentage change is within the accepted normal elasticity and plasticity limits of most hygroscopic materials.

The relative humidity range for the 20 percent variation is also important, as high relative humidity can cause hygroscopic materials to host molds and mildew. Certain metals increase in susceptibility to corrosion with increased relative humidity. The following is a chart compiled by *Museum News for a Technical Supplement on Humidity Control* (December, 1964 No. 5):

MATERIAL	HUMIDITY TOLERANCE		DIMENSIONAL RESPONSE	SUSCEPTIBILITY TO MOLD
	HIGH	LOW		
PAPER	65% RH (Critical)	40-45% RH	Rapid. Loose leaves tolerate moderate dimensional change	Extreme, for safety, 60% RH is upper limit
STRETCHED PAPER	65% RH (Critical)	40-45% RH	Paper screens and drawings will tear from shrinkage in dry atmosphere	Extreme
FABRIC NATURAL FIBRES	65% RH (Critical)	45% RH	Inverted. Because of twisted fibres, fabric shrinks when fibres swell, and relax when fibres constrict.	Marked
WOOD	65% RH	45% RH (Critical)	Slow, varying with maddivness and moisture coatings. Affected by seasonal cycles	Negligible except at very high RH
PAINTED WOOD	65% RH	45% RH (Critical)	Dryness which causes shrinkage of wood is especially damaging to objects in which wood is the structural support for other materials. Rigid coatings are more or less unaffected by humidity, but if the supporting wood shrinks, the coatings are compressed causing them to buckle, blister, or flake off.	
METAL STONE CERAMIC	not normally responsive		Some polished metals, notably steel, corrode at humidities above 45%RH. Bronze, stone, and ceramic may be infused with or corroded by salts which behave hygroscopically.	

Light Sources

Certain dyes and pigments are very prone to fade when exposed to light, and not all fade at the same rate. Therefore, the delicate color balance of an art work can be altered dramatically by the uneven fading rate of one colour compared to another. Wool or silk deteriorate from light exposure and can become so brittle that they simply disintegrate. Cotton and linen can also break down, though to a lesser extent, and discolour.

All light will cause fading and deterioration; it is just a matter of degree. Sunlight is extremely harmful because it is so strong. The proper balance must be achieved between light strong enough to view a piece clearly, and light weak enough to cause as little damage as possible. The optimum range for these two objectives seems to be within the limits of 5 to 15 lumens per square foot or 50-150 LUX.

Light colour is another factor which contributes to fading or deterioration of art work. Generally, the cool or blue lighting range is more damaging to art work than the warm range.

Ultraviolet radiation is even more destructive than the blue light spectrum. Daylight contains a large amount of ultraviolet radiation and fluorescent tubes also give it off, though to a lesser extent. Ultraviolet radiation can be "screened out" with filters. Chemical filters are available in the form of varnishes that can be applied with a brush, or are available in plastic sheets or flexible transparent tubing that slips over the fluorescent tube.

Incandescent lighting produces almost no ultraviolet radiation. The simplest choice of art work lighting therefore would be warm range incandescent lighting.

Exterior commission sites

Exterior commissions are generally made of materials such as metal, stone, or ceramics. The major elements causing damage to these pieces are air pollutants, water pollutants, and man.

Oxygen causes corrosion of metals, and can cause organic materials to age and become brittle. Air pollutants in the city can be extremely harmful. Sulfurous gases interact with, and cause the decay of, many sculptural materials, and chlorides and compounds of nitrogen also have been found damaging. Clean water can erode the hardest material, but acid rain, with its sulphur acids, can be much more dangerous and corrosive.

One common reaction is to protect the outdoor commission from rain by placing it in a covered or protected area. Experience has shown that this is more harmful than leaving the work totally exposed. In a protected or covered area, the air pollutants from the atmosphere are allowed to build up and form a crust on the surface of the commission. The rain, although corrosive, at least washes the pollution layer off the surface. Protective coating or sealing materials have been developed and these can be applied to the work's surface to slow

down any deterioration. These finishes consist of a thin matte varnish composed of microcrystalline wax and synthetic resins. They are especially designed for use on porous surfaces and are commercially available.

The human factor more commonly causes damage to outdoor art work and the possibility of vandalism should be considered when a commission is placed in an area which is not continuously supervised. The artist should take this factor into consideration in the early planning stages of the commission. When preventative barriers are included in the original design, they can add to, instead of detract from, the commissioned piece.

Proper lighting of an outdoor commission is visually the most acceptable means of protection. It has been found that the rate of vandalism diminishes in proportion with the increase in lighting for a given area. Other methods that can be employed to prevent or at least lessen vandalism, are to place the commission out of the public's reach, for instance, by placing it on a pedestal, or by installing protective barriers. This is not always possible however, given the visual orientation of some commissions.

Care of the commission

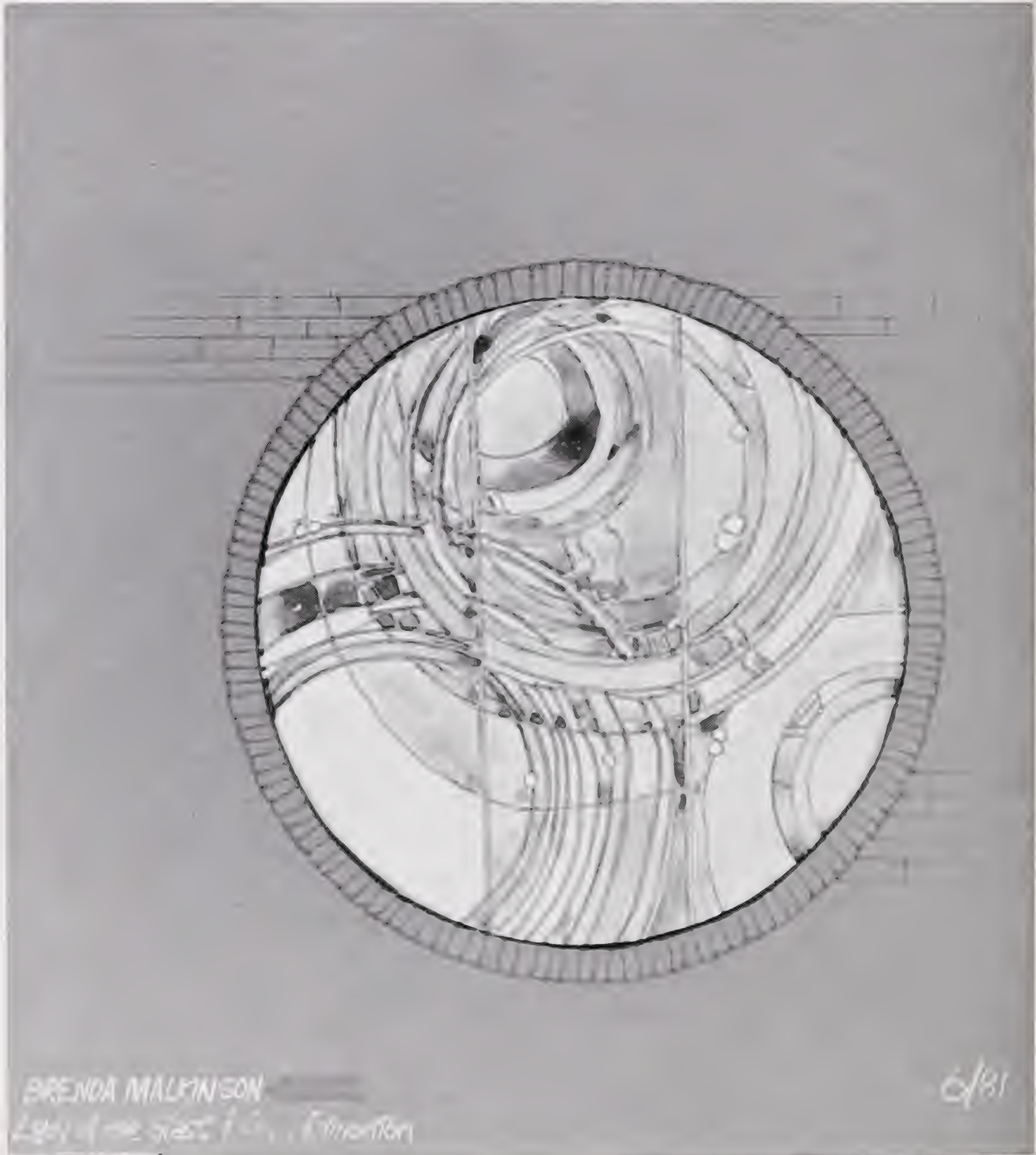
The proper and regular care of commissioned art work is the final factor in preventative conservation. With full knowledge of art materials, techniques, and structures, the artist knows what is required to care properly for the commissioned piece, and should present the patron with a comprehensive written package of maintenance information upon the commission's installation. This package should contain technical notes relating to the specific materials used, and clear step-by-step instructions for care.

This is necessary because the artist may not always be available to consult personally. In such cases, the patron has various resources to aid in the care or restoration of the commissioned piece. Major museums and public art galleries often have conservation departments. The National Museum in Ottawa has an extensive fine arts conservation department. A full listing of all materials and techniques used is an invaluable aid to any professional involved in the conservation and/or restoration of any fine art piece.

A commission is a major investment as well as a responsibility shared by both the artist and the patron. Everything necessary to increase the piece's longevity at each stage of the commission should be supported

wholeheartedly by the patron. Many suggestions contained in this section do not involve a large expense, but they can go far to ensure the future of the commissioned piece.

Commission proposal rendering by Brenda Malkinson.



With Brenda Malkinson, artist

In the commission process, it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any special problems. How do you relate to being involved with another person in your creative process?

As a commission artist, I am creating a specific work of art for a specific environment. The placement of the commission piece is dictated by the client, architect, or interior designer. When you are dealing with other professionals, there can be a really nice design interaction. The artist can be very creative with the challenge of meeting the needs of the client and the chosen environment. I enjoy the interaction and challenge.

Is it difficult for you to deal with the business or bureaucratic world?

It can be quite difficult and unnerving. Often a businessman or bureaucrat does not have much time to spare and as a result the interviews can be very cut and dried. A strong, clear, and brief portfolio and commission proposal are necessary. A professional and creative attitude is a real plus. I have also developed a check-list for such client meetings that can eliminate the need for extra interviews and thus save time and money.

How do you find a balance between your own artistic growth and meeting the needs of the patron?

I maintain a balance by continuing my own personal work while executing commissions. Working back and forth between commissioned work and my experimental personal work keeps all my work fresh.

What major differences can you see between your commission work and your personal studio work?

My work is as free from limitations as my mind will take it. Any colours, shapes, or sizes are at my discretion and the freedom is wonderful. Interestingly, I find my own needs in creative design harder to satisfy than those of the client.

My personal work develops from a rough sketchbook stage and the full-size drawing is usually rendered free hand. In a commissioned work, the final result varies very little from a scale drawn rendering and here I make a transparency to be used to enlarge the drawing. So the concept, or idea stage, is much looser in my personal work. Technically, the two have the same process and in both I retain the option to change a colour or tone that I don't feel works.

How do you relate to the necessity of doing a proposal and then having to carry it through?

It doesn't bother me. It is a necessary part of the commission process. I draw the scale renderings so that the client can visualize the work. I've come to realize that they have to be able to see it as close to reality as they can. Having their acceptance at the early stage of the project gives me the freedom gained through not having to worry about reactions to the final product.

What changes occur from the proposal to the actual finished piece and how do you deal with scale?

There are always some changes, but generally they deal with a change in colour tone or an addition or depletion of a line. The original concept always stays the same. In stained glass, I generally have to adjust the support system as the scale grows larger. This is technical in nature and usually does not affect the design but, rather, works with it.

What types of information are necessary in a commission proposal?

I present a finished rendering which includes dimensions, framing and installation details, deadlines, and fee schedule. This is where I use the information from my check-list sheet. It can be especially helpful if it has been several months since the interviews and conception of the commission idea.

Do you have problems with estimating budget and/or time?

I have to admit, a lot is an educated guess, but I have kept careful records of my time and materials over the years. Because of the experience and the records I am fairly accurate. It is very difficult to put a monetary value on my creativity, but I know I have to do it to survive.

How do you deal with the length of time required to do a commission and still keep your creative momentum and involvement?

As I said before, I try to work on my own work at the same time. A change can be as good as a rest. I have also found that when I am getting totally frustrated and every piece I cut is breaking, then I have to leave it. Fresh eyes always help. If I don't leave the work and I've put in something that I don't feel quite works, like a piece of glass that is a tone off, those finished windows always bother me. Even with the pressure of a deadline, leaving can be very important. An hour makes no real difference when the piece is finished, but it can help me to work better after a rest. I just have to keep the quality of the completed piece in mind all the time and do what it takes to do the best I can.

What advice would you give to other artists considering the commission process?

Take the time to sit back and assess the situation. Make sure all your facts and figures are correct. If you don't know an answer, find someone who does. It's amazing, when you approach people in the right way, they will help you out. Respect other professionals and you will receive the same treatment.

What are some of the positive points about being involved in the commission process?

I feel very fortunate. I can make a living in the creative field that I love and enjoy doing. It has been a great deal of hard work and had many downslides, but the good outweighs the bad. I meet a variety of interesting people and have formed many friendships with clients and professionals.

Do you have any personal comments about the commission process?

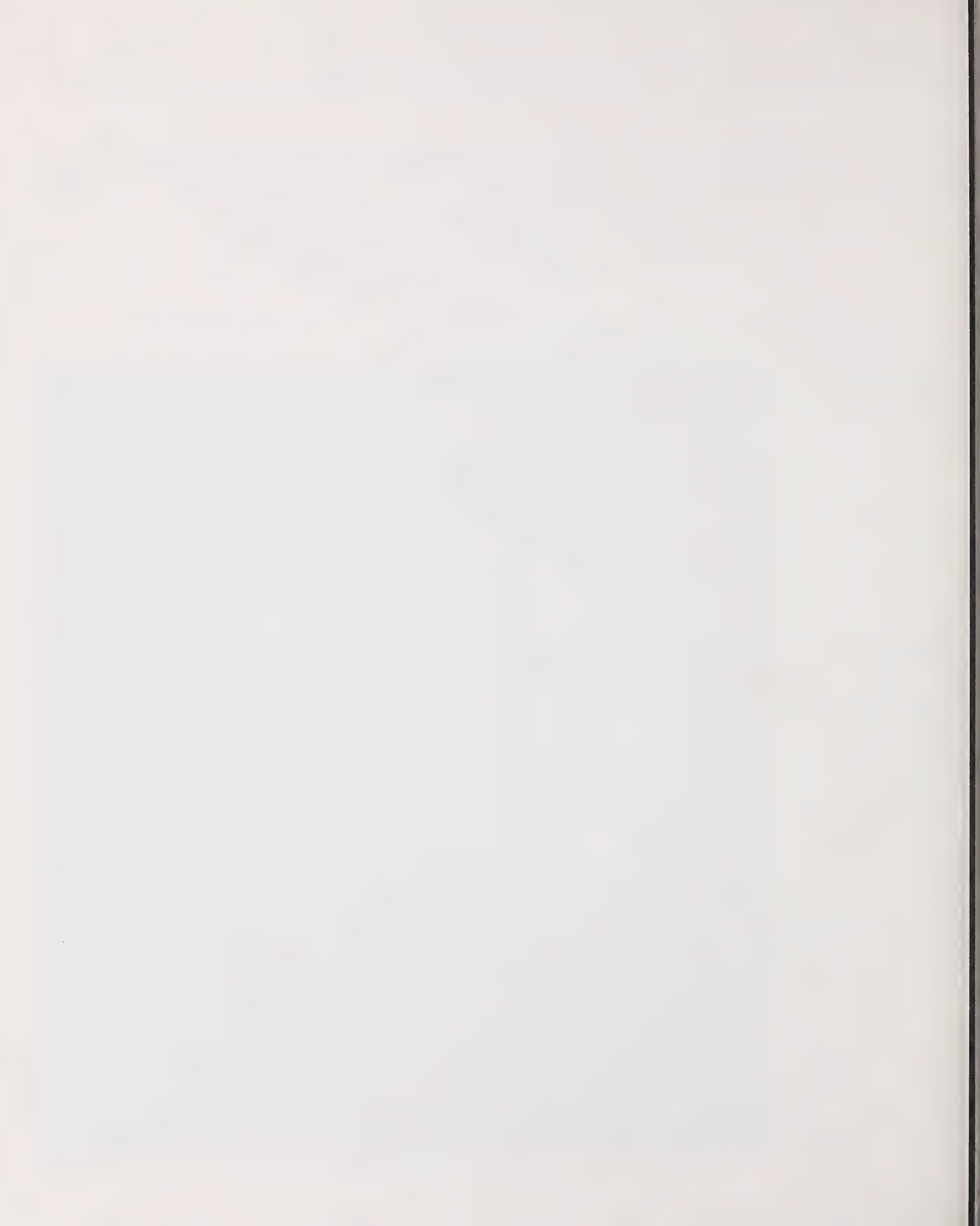
The commission process has been a part of the artist's way of life since time began. It is an integral part of my life and it has given me the opportunity to promote my art and creativity.

People's growing awareness regarding the commission process is beneficial. The realization of just how much time, effort, and intellect is involved to "make it" in the commission world would benefit all artists and clients alike.

Stained glass panel
by Brenda Malkinson
for West Edmonton Mall,
Edmonton, Alberta.



photo: Ted Smith



12.

Public Relations



The commissioning of a major piece of art work can be a significant public relations bonus to the patron. Many corporations have increased their public profile and community standing as a result of properly publicising their art policy and major

commissions. The publicity involved can also be positive in all stages of a major commission: during the competition and commission process, during installation, at the dedication ceremonies, and after the patron takes ownership.

Publicity from commission competitions and process

Open or open/invitational commission competitions require major press coverage to ensure the number and calibre of the entrants. Depending on the scale and scope of the commission, the press coverage can be local, provincial, or national.

The publicity need not end with the call for competition entries. Announcements of semi-finalists or finalists, depending on the number of competition stages, can increase the commission project's public profile. The University of Lethbridge documented their complete commission competition process and structured the competition so that they retained ownership of all sculpture models and artists' statements submitted. The University then published a catalogue with all pertinent information regarding the competition, photographs of all models, artists' statements, jury statements, and documentation of the contracted commission's construction/installation. The commission catalogue has been distributed to all major galleries and art education institutions in Canada. This publication has greatly increased public awareness not only of the commission, but also of the University and its art program.

Documentation of the commission in progress makes very good visual and written copy for newspaper and magazine articles. Many artists are happy to co-operate with the patron on such a venture, as this type of publicity benefits both artist and patron. Some artists are even willing to give public lectures relating to a specific commission through an art gallery or art education

institution lecture series. There have also been cases where short documentary films have been made and distributed regarding a specific commission and its process.

The documentation of the commission process is extremely important. Even though such documentation may derive from public relations motives, the resulting information can also have historical importance and can enhance the understanding and enjoyment of the piece when presented to the viewing public. Commission installations can be very dramatic. Some sculpture commissions, for example, necessitate the use of heavy equipment and the closure of pedestrian walkways or roads. When an installation is going to be visually dramatic, proper publicity should be arranged. This type of dramatic visual image is especially conducive to television coverage, and can be filmed and included on the local news on a slow news night (such as Sunday) when most stations require human interest fillers. This results in inexpensive yet high profile coverage for both the patron and the artist. All that is required is proper co-ordination before such an installation commences.

An opening or dedication ceremony for a new commission can also be extremely good public relations. Members of the business, political, and arts communities can be included in such a ceremony. Such formal dedication ceremonies also increase the general public identification with the commission, and so can help the commission become a focal point for the community.

Public relations after patron ownership

The use of the commission for public relations after the patron accepts formal ownership is contingent upon the commission contract, specifically with regard to the copyright section. When the patron owns not only the commissioned piece, but its copyright as well, he is free to reproduce that commission for public relations purposes. Such reproductions could be used in annual reports or other corporate publications. When the artist has retained the copyright, such reproductions cannot take place without the artist's knowledge and consent. The artist may give such consent for specific projects when they are done in good taste and when the artist's name is clearly indicated. Such usage would be beneficial to both the patron and the artist. The artist retaining copyright ownership, is well within his legal rights to require the patron to pay a user's fee for such reproduction. The copyright

question should be defined clearly in the commission contract so that misunderstandings regarding the commission's use after the transfer of ownership to the patron do not become a problem.

The patron should be aware of the potential and thus direct the commission co-ordinator to take full advantage of media coverage. Often, corporations have personnel specifically hired for public relations, who should be brought into the commission process from the beginning stages to make optimum use of commission coverage. When an art consultant or private gallery is co-ordinating the commission, they can also co-ordinate public relations. This public relations potential of the commission process is an opportunity often missed by the patron, yet it can have very positive and far-reaching effects.

With Jane Kidd, artist

In the commission process it is the patron who initiates the piece, shows you where it is to be placed, and informs you of any special problems to be overcome. How do you relate to being involved with another person in your creative process?

I do think that it works really well if you are working in an architectural situation where there is concern for the art in the building right from the start. The difficult situations arise when you are hired after the fact, and in some cases, asked to cover up mistakes or fill badly designed areas. I don't mind working with a situation, but I don't want to work with someone else's problems or mistakes. I expect to be treated equally, as a professional. In most cases, particularly in public situations, that has been understood. Also, in public buildings the space is more nebulous, it is not defined in terms of personality, so it leaves the artist wide open to put personality into the space through the work. You can make a clearer statement that way.

Is it difficult for you to deal with the business or bureaucratic world?

Yes, that is always a problem with commissions. I think it is a matter of making your idea very clear right from the start, in many cases, to an unsympathetic client. If you just show them some drawings and don't make an effort to give some kind of explanation about your philosophies, then it can be difficult for them. It also helps to give them two proposals so that they can make a choice and feel some control in the situation. From experience, with just one proposal, they are more likely to ask for this change and that change and it can cause real problems.

What major differences can you see between your own studio work and your commission work?

There is definitely a difference. They are the same in terms of quality, commitment and importance. I think the difference lies first in terms of scale. Commission work allows me to work on a larger scale than I could on my own. Also, in commission work, I make a commitment to an overall idea that is very clear from the beginning so that my client is secure in terms of its end result. My studio work is on a smaller scale, initiated purely from my own ideas...from a more experimental approach. It is very arduous and involved in the building of the piece at the moment. It would be very difficult to do this for a commission in that I don't, and can't, plan it out. The work happens under my fingers, it is immediate, it is spontaneous. It makes a good balance with my commission work. I like to have contrast in my work so that I can make the most of my abilities. These two situations demand slightly different things and develop my insights in different ways. I find that a challenge, and it rounds the whole thing out.

How do you relate to doing a proposal and what changes occur from the proposal to the finished piece?

I guess I stick rather closely to my original proposal. My designs always have a lot visually happening in them, partly for the viewing audience, and partly for myself. I plan the overall effect, the movement, the colour. All of these things have to come across clearly in the maquette. But I like to leave aspects of the building of the piece a little bit flexible. It usually has a lot to do with the manipulation of colour. I can change the colours within the overall concept; the system of the colouring and patterning is the same, but the intricacies are flexible. It means that there are things that I decide as I see the work develop in front of my eyes. I always play around on the loom...I can't help myself! I never change the overall content or theme of the piece. As long as that is still coming across very clearly from your initial design to the finished result, I don't think the few changes in between are even noticeable. It's not the detail the client is really looking for, it's the intent of the piece.

How do you deal with the problem of scale?

I think that's an important part of commissioning; to envision what you are doing, to close your eyes and use your faculties to think what the piece is going to be like, to see it in your mind. I think it is always a surprise for the client when they see the work up in the space. They never envision it in the same way you do. You are just coming from a different view point.

It's very definitely a problem the first time you do a big commission. I mean, you do this piddly little drawing and then look at this humungus wall space and think "Oh, my God!" I can remember being terrified the first piece I did. It's total terror! But you jump in and do the best you can and use all your previous experiences as much as you can.

What types of information are necessary in a proposal?

I do an accurate scale drawing of the work, using as accurate colours as I can get. I use watercolours. I also include material samples so they can see the quality of the materials. I always include a page of technical notes outlining techniques, construction, and installation procedure (usually with drawings because my pieces often involve rather tricky installations). I also include maintenance requirements for the piece right on the proposal; if it's not within their ability to care for the piece, we know right from the start. I would also include what I call design notes, about my philosophy and why I have designed the piece for that location. And of course I put in a clear budget.

Do you have problems with estimating budget and/or time?

In woven textiles, it's not hard to estimate the materials. If you've done anything, even woven a piece 3' x 4', you know how much material it took. Then you can figure out how much it would take if the piece were 10' x 8' or whatever.

Time-wise, I don't think that you can ever estimate when you first start doing commissions. It's better to over-estimate the time and then be willing to do whatever is needed to get the piece done. You think you'll have no problems, then something happens, an assistant doesn't work out, materials don't arrive on time, you blow a dye lot. There is always a cog in the process that breaks down. I try to leave lots of extra time. I think a lot of it is just being sensible and realistic.

How do you deal with the length of time required to do a commission and still keep up your creative momentum and involvement?

I don't think you can expect to be at the height of creative involvement through the production of a commission. There is always the initial excitement and there is excitement through various stages where you are pushed to a creative high. You could leave your design more open, but that ends up with problems in terms of your relationship with your client. So, usually, your ideas are clear and well planned and you just have to face the fact that it is going to be arduous. Although the goal and end result may have a lot of creative input, there is also a lot of work, physical labor, endurance, and just a lot of sweat. You have to be willing to put that in and see it as part of the creative process in a strange way.

What advice would you give to other artists who are preparing commission proposals?

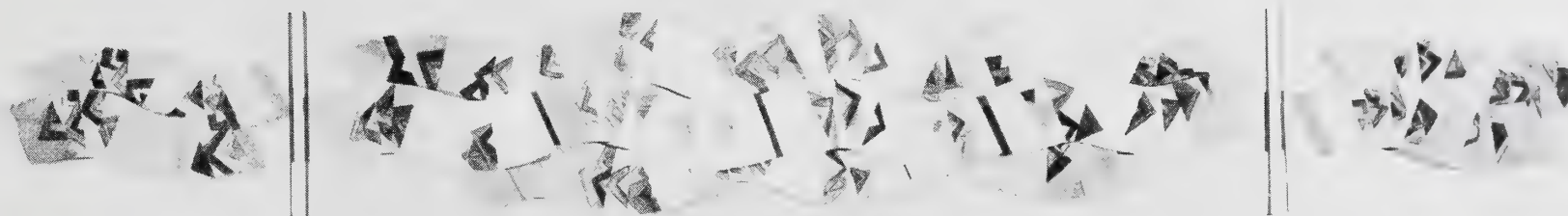
The most important thing, before you deal with budget or technical concerns, is to invest as much as you can in the work. The work should be really exciting. It should speak about what you are interested in. It should say something, not just fill a space with decorative mumble-jumble. The piece should deal with what you are dealing with in your own studio work, it shouldn't be foreign.

What are some of the positive points for you in the commission process?

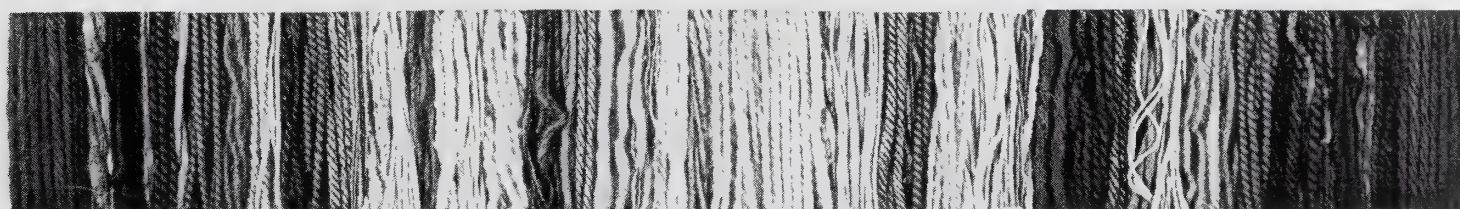
I enjoy working on a large scale. I can't financially do very large pieces without a space to put them in and without financial support to do them. I feel committed to the idea of public art. Commissioning is about putting really exciting, vibrant art in public spaces that stimulates people, does something for those spaces, and does something for the people who see it every day. I like the way commissions tax my abilities. It is important to be challenged when you are making art.

Do you have any personal comments about the commission process?

Public art work is a real responsibility that shouldn't be taken lightly. There is a danger of decorative wall filling. Large works, in commission situations, can have as much vitality, as much integrity, as artist-initiated work. I think that commission work may have to be pleasing, but it can still be challenging...maybe quite a bit challenging. There is a lot of scope there!



1' 2'



RIBBONWAYS

Commission proposal by Jane Kidd.

photo: Ray Smith

Commission proposal by Jane Kidd.

Technical Notes:

PROCESS: Tapestry technique (creates a very thick textured woven surface)
seamless curved forms created with a wedge weave process.

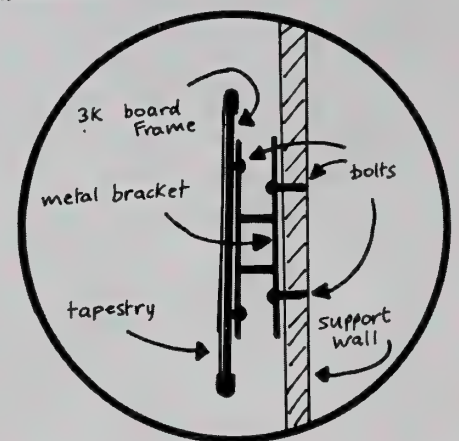
MATERIALS: Composition 75% wood
25% cellulose fibre (rayon, viscose, cotton)

SURFACE FINISH: Scotch Guard treatment

MAINTENANCE: The elements that are most damaging to contemporary textiles are direct sunlight and dust settling on the woven surface. The effects of sunlight should not be a problem considering the location of this installation. To insure a long life, it would be advisable to carefully vacuum the tapestry surface once a year. With the aid of an extended arm vacuum and/or scaffolding this process can take place without removing the tapestry from the wall. After 8-10 years it is advisable to have the tapestry professionally cleaned. The artist should be consulted in regard to this process.

INSTALLATION: The curved woven panels that compose the tapestry "RIBBONWAYS" will be stretched and upholstered over support frames of 3/4 inch 3K board. The individual panels will then be bolted to metal support brackets, which will in turn be bolted to the support wall. (see diagram)
The metal support brackets will hold the tapestry at varying distances from the support wall, (approx. 3" to 7") according to the overlapping construction of the panels.

Side View





Tapestry by Jane Kidd
for the lobby of Eau Claire Place,
Calgary, Alberta.

photo: John Dean

13.

Conclusion



This publication has attempted to describe for both artist and patron the options which are available to them and the issues likely to be faced when a commissioned art work is planned.

All choices and recommendations presented have been distilled from the experiences of others. But, characteristically, no two modern commissions seem to evolve in precisely the same fashion, though they will have followed this general pattern. Just as each art work is unique, the process of arriving at it varies with the individual approach of those involved. In this lies both the challenge and the satisfaction.

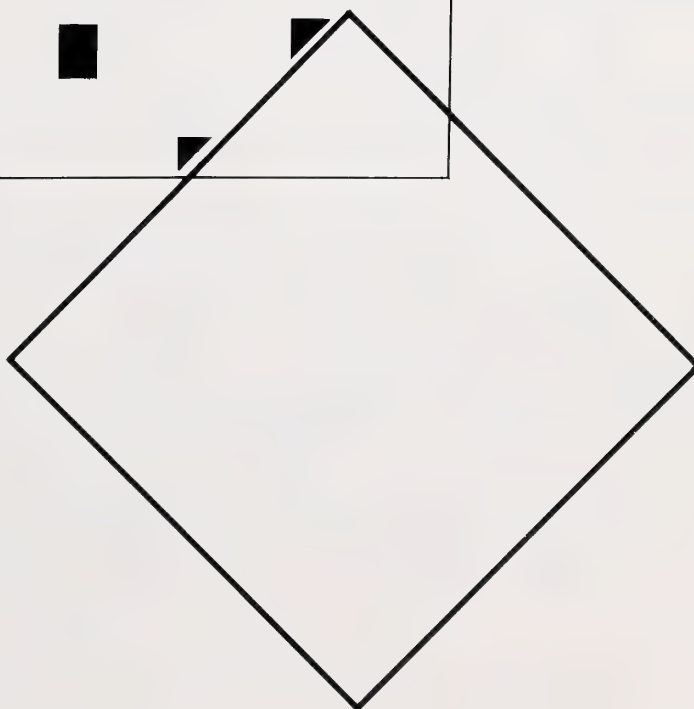
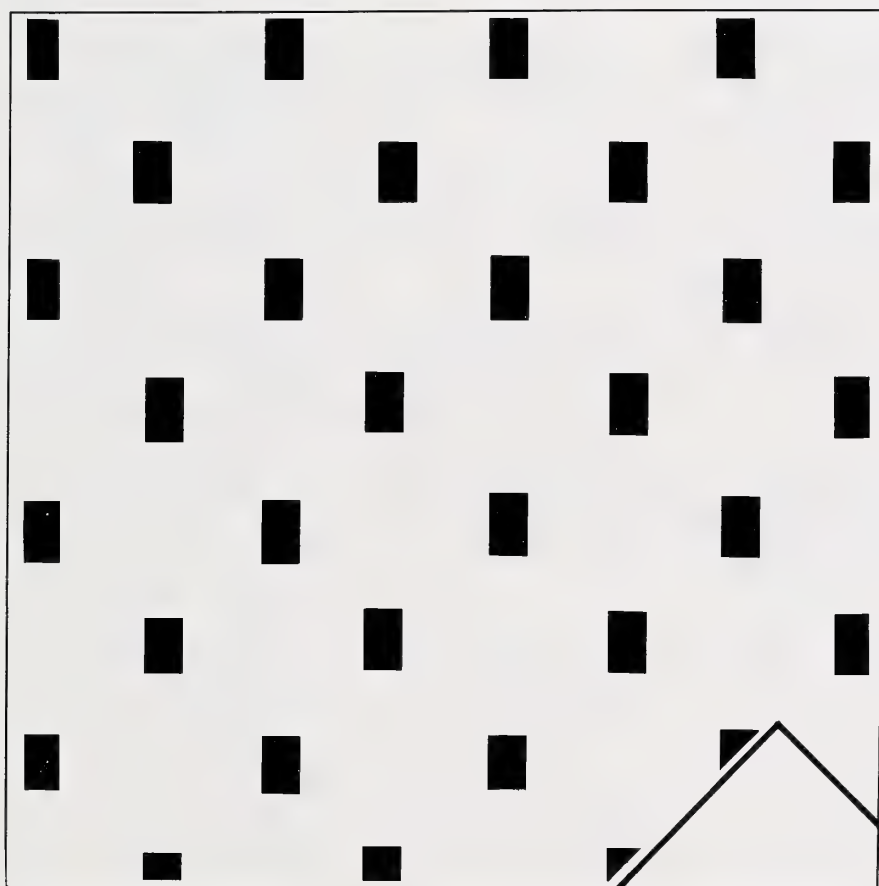
Commissioning works of art today may not always be simple or easy but it is seldom boring and the end result can more than justify the effort required. For the artist there is the chance to test skills to the limit; for the patron there is the distinction not only of initiating what could be a major work of art but of contributing significantly to the structuring of its development. We hope that this *Guide* provides a secure framework which will give both parties the confidence to proceed.



Woven screen by Katherine Dickerson
for the boardroom of Principal Plaza,
Edmonton, Alberta.

photo: Douglas Curran

Appendix



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Useful addresses

City of Calgary Planning Department
Building Regulations Division
P.O. Box 2100
Calgary, Alberta

City of Edmonton
Building Inspection Branch
6th Floor, City Hall
Edmonton, Alberta

The Commissioner of Patents
The Copyright Office
Hull, Canada
K1A 0E1

The Council for Business and the Arts
in Canada
P.O. Box 7, Suite 1507
401 Bay Street
Toronto, Ontario
M5H 2Y4

Canadian Artists' Representation
44, 221 McDermot Avenue
Winnipeg, Manitoba
R3B 0S2

Canadian Artists' Representation, National
P.O. Box 4823, Station E
Ottawa, Ontario
K1S 5H9

Revenue Canada Taxation
9820 - 107 Street
Edmonton, Alberta
T5K 1E8

Revenue Canada Taxation
220 - 4 Avenue S.E.
Calgary, Alberta
T2G 0L1

Alberta Culture, Visual Arts
3rd Floor, Beaver House
10158 - 103 Street
Edmonton, Alberta
T5J 0X6

Canadian Crafts Council
Suite 16, 46 Elgin Street
Ottawa, Ontario
K1P 5K6

Canadian Conference of the Arts
141 Laurier Avenue West, Suite 707
Ottawa, Ontario
K1P 5J3

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